CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, December 07, 2021

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

Graciela Ortiz
Mayor

Eduardo "Eddie" Martinez
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
Council Member

Manuel "Manny" Avila
Council Member

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

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

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

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

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

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

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

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

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

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. 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* Esarmiento@hpca.gov *or by telephone, by calling (323) 584-6297, up to 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. Below is the virtual link and toll free phone number to participate in the meeting.*

JOIN VIRTUALLY AT:

https://zoom.us/j/97897123169?pwd=NkhsNEFacUZCMmJyVFRkOFBsQXZMdz09

OR PARTICIPATE BY PHONE AT:

- **Toll Free: 669-900-9128,**
- **Meeting ID: 978 9712 3169, then #**
- **Password: 632516**

*ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED. If you are joining by phone, press *9 to be placed in the queue to speak and *6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.*

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 or virtually via the Zoom link provided above.

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing, 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)(4) – One matter

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)
   Construction Industry Force Account Council v. City of Huntington Park
   Los Angeles Superior Court Case No. 20STCPO3947

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. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

RECOMMENDED THAT CITY COUNCIL:

Adopt Resolution No. 2021-37 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

2. CITY COUNCIL MEETING MINTUES

RECOMMENDED THAT CITY COUNCIL:

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

1-1. Regular City Council Meeting held November 02, 2021
1-2. Regular City Council Meeting held November 16, 2021

FINANCE

3. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated November 16, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

4. APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2019-07 WATER MAIN REPLACEMENT PROJECT FY 2019-20

RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by Stephen Doreck Equipment Rentals for the construction of CIP 2019-07 Water Main Replacement Project FY 2019-20;

2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and

3. Release the 5% retention in the amount of $152,332.02 to Stephen Doreck Equipment Rentals, 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

5. CONSIDERATION AND APPROVAL OF PLANS, SPECIFICATIONS & ENGINEER'S ESTIMATE FOR CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21 AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);

2. Approve CIP 2020-01 SB1 Street Enhancement Project 100% completion of plans, specifications and engineer's estimate (PS&E); and

3. Authorize staff to proceed with bid advertisement for construction.

6. CONSIDERATION AND APPROVAL TO REJECT ALL PROPOSALS RECEIVED FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)

RECOMMENDED THAT CITY COUNCIL:

1. Reject all proposals submitted for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014); and

2. Authorize the Public Works Department to re-advertise the Request for Proposal.

7. CONSIDERATION AND APPROVAL TO SUBMIT THE SOUTHERN CALIFORNIA EDISON CHARGE READY PROGRAM FUNDING REQUEST APPLICATION FOR ELECTRICAL VEHICLE CHARGING STATIONS

RECOMMENDED THAT CITY COUNCIL:

4. Authorize staff to submit the Southern California Edison Charge Ready Program Funding request application for electrical vehicle charging stations; and

5. Authorize the City Manager to sign all applicable documents.

COMMUNITY DEVELOPMENT

8. APPROVAL OF FILMING AT THE COURTHOUSE BUILDING AND RENTAL CONTRACT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize filming at the City of Huntington Park Courthouse Building; and

2. Authorize the City Manager to prepare and execute an agreement with Picrow Streaming Inc.

9. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE HOMELESS OUTREACH SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) with an option of two, one-year extensions to provide homeless outreach services to the sole responsive and responsible proposer, Inner City Visions for a not-to-exceed amount of $182,500;

2. Authorize the City Manager to execute the PSA.

10. AUTHORIZATION FOR A REQUEST FOR QUALIFICATIONS (RFQ) PROCESS FOR PROFESSIONAL SERVICES RELATED TO THE ISSUANCE OF A SOLID WASTE AND RECYCLING RFP AND FRANCHISE AGREEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Qualification (RFQ) process for professional services related to the development of contracts and assistance with a request for proposal process related to a potential solid waste and recycling RFP and franchise agreement.

11. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE COMMUNITY DEVELOPMENT COMPLIANCE SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) with an option of two, one-year extensions to provide compliance services as it relates to Community Development for CDBG and housing programs, to the sole responsive and responsible proposer, Klimt Consulting LLC for a not-to-exceed amount of $196,000;

2. Authorize the City Manager to execute the PSA.

12. AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR PROFESSIONAL SERVICES RELATED TO PRELIMINARY ARCHITECTURAL SERVICES FOR THE SALT LAKE PARK RECREATION BUILDING

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request For Proposal (RFP) process for professional services related to the development of preliminary plans and estimate for the Salt Lake Park Recreation Building.

13. CONSIDERATION AND APPROVAL TO PROVIDE A ONE (1) YEAR CONTRACT EXTENSION TO INFRASTRUCTURE ENGINEERS INC. FOR PROFESSIONAL ENGINEERING AND BUILDING AND SAFETY SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a one (1) year extension for professional engineering and building and safety services with Infrastructure Engineers Inc.;

2. Authorize the City Manager to execute the extension agreement.

14. AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR THE PURPOSE OF INITIATING A SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Proposal (RFP) process for the purpose of initiating a solid waste and recycling franchise agreement from qualified waste haulers.

PARKS AND RECREATIONS

15. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE AUTHORITY TO FILE APPLICATIONS FOR THE PER CAPITA GRANT FUNDS PROGRAM FROM THE STATE DEPARTMENT OF PARKS AND RECREATION

RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution approving the authority to file applications for grant funds from the Per Capita Program from the State Department of Parks and Recreation; and

2. Authorize the City Manager to execute all related grant application documents submitted by Parks and Recreation Director.

HUMAN RESOURCES

16. CONSIDERATION AND APPROVAL OF SIDE LETTER AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK POLICE MANAGEMENT ASSOCIATION (HPPMA)

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Side Letter Agreement between the City of Huntington Park and the Huntington Park Police Management Association (HPPMA); and

2. Approve the removal of the Police Captain classification from the bargaining unit represented by the HPPMA and amend Article One, Section II of the HPPMA MOU accordingly; and

3. Authorize the City Manager to execute the agreement once the parties have memorialized their understanding of the Side Letter Agreement.

CITY MANAGER

17. CONSIDERATION AND APPROVAL OF FOURTH AMENDMENT TO PRIME STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Fourth Amendment to Prime Strategies LLC Professional Services' Agreement; and

2. Authorize the City Manager to execute the Fourth Amendment to the Professional Services Agreement.

18. CONSIDERATION AND APPROVAL OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING TITLE 6 SANITATION AND HEALTH, CHAPTER 2 SOLID WASTE OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH AN ORGANIC WASTE DISPOSAL REDUCTION PROGRAM

RECOMMENDED THAT CITY COUNCIL:

1. Approve by 4/5th vote the attached Urgency Ordinance of the City Council amending the Huntington Park Municipal Code to establish an Organic Waste Disposal Program in compliance with Senate Bill 1383

POLICE DEPARTMENT

19. TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT COMMUNITY FORUM

RECOMMENDED THAT THE CITY COUNCIL:

1. Pursuant to Government Code section 7283.1, present this item as a Community Form to inform members of the public of access to individual(s) granted to Immigration and Customs Enforcement agency by the Huntington Park Police Department during 2020; and

2. Receive and file this information provided by the Huntington Park Police Department regarding Immigration and Customs Enforcement agency access to individuals in 2020.

20. APPROVE FY 2021-22 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPT GRANT FUNDING

RECOMMENDED THAT THE CITY COUNCIL:

3. Approve and accept funding for the Police Department provided by the State of California Office of Traffic Safety (OTS) through the Selective Traffic Enforcement Program (STEP), totaling $50,000 for FY 2021-22;

4. Authorize the City Manager to execute the Standard Agreement for Selective Traffic Enforcement Program (STEP) between the City of Huntington Park and the State of California Office of Traffic Safety (OTS); and

5. Authorize estimated revenues and approve a budget appropriation in the amount of $50,000 to the respective accounts detailed in the fiscal impact section of this report; and

6. Authorize the Chief of Police to execute the work and objectives outlined in the agreement.

END OF REGULAR AGENDA

DEPARTAMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Eduardo "Eddie" Martinez

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, December 21, 2021 at 6:00 P.M.

I, Eduardo Sarmiento, 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 2th Day of December 2021.

Eduardo Sarmiento, City Clerk

ITEM NO. 1

CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

November 7, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

IT IS RECOMMENDED THAT CITY COUNCIL:

Adopt Resolution No. 2021-37 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this resolution is to clarify that cities may continue to meet remotely in accordance with the procedures outlined by previous executive orders issued. Assembly Bill (AB) 361 allows cities to continue to meet remotely during gubernatorial states of emergency under modified Brown Act provisions. The provisions enacted in AB 361 providing flexibility to meet remotely during a proclaimed emergency ***will sunset on January 1, 2024***.

AB 361 amends Government Code § 54953 to provide more clarity on the Brown Act's rules and restrictions surrounding the use of teleconferencing to conduct meetings. AB 361 provides relief from teleconferencing requirements, including the obligation to post meeting agendas at all teleconference locations for local agencies. However, the meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Meaning, although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.

Additionally, AB 361 clarifies on the following:

(A) State of Emergency: Teleconferencing will be Allowed as long as There is an Active Gubernatorial State of Emergency

The bill amends the Brown Act to allow local agencies to continue using teleconferencing and virtual meeting technology ***as long as there is a gubernatorial "proclaimed state of emergency."*** It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (Gov't Code § 8625).

(B) Public Participation and Public Comment

(1) Local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible

This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. For instance, local agencies must clearly advertise how members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option. Additionally, local agencies are required to provide the remote access information which includes the URL, email addresses, phone numbers, etc. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s).

(2) Legislative Bodies must offer the public a chance to comment in real time and until comment period is closed

Additionally, AB 361 requires a public comment period where the public can address the legislative body directly. It expressly prohibits the board from limiting public comments to only comments submitted in advance. Additionally, the legislative body must allow for public comment (written and/or remote) up until the public comment period is closed at the meetings. Until such time during a meeting that the chairperson (or other authorized person) calls for a close to the public comment period, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise. An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate.

(C) Technical Issues

As discussed above, the agenda must include information on the way the public may access the meeting and provide comments remotely. ***If technical problems arise that result in the public's access being disrupted, the local agency may not take any vote or other official action until the technical disruption is corrected and public access is restored.*** (Gov't Code § 54953(e)(2)(D).)

(D) Local agency must make findings every 30 days by majority vote to continue exemptions to teleconferencing rules

A local agency acting under the teleconference exemptions ***must make findings about whether the circumstances explained above still apply***. Specifically, when there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make ***specified findings*** not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and ***to make those findings every 30 days thereafter***, in order to continue to meet under these abbreviated teleconferencing procedures pursuant to AB 361.

As a result, it is recommended that a resolution be considered by City Council to make said findings (i.e., The legislative body has reconsidered the circumstances of the state of emergency; AND, Any of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing), consistent with AB 361, and reconsider said resolution every 30 days thereafter by a majority vote, should the City desire to move in that direction.

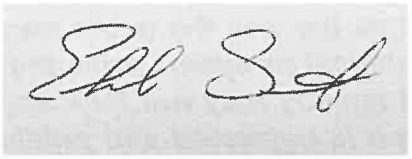
FISCAL IMPACT/FINANCING

There is no fiscal impact of this action.

CONCLUSION

The goal of AB 361 is "to improve and enhance public access to local agency meetings during the Covid-19 pandemic and future applicable state of emergencies, by allowing wider access through conducting teleconferencing meetings consistent with Executive Order N-29-20. In accordance, the City Attorney's Office has prepared a Resolution for City Council's consideration that would authorize the City to conduct teleconferenced public meetings in accordance to AB 361. Upon Council approval, we will proceed with the recommended actions.

Respectfully submitted,



EDUARDO SARMIENTO
City Manager

ARNOLD M. ALVAREZ-GLASMAN
City Attorney

ATTACHMENT(S)

A. Resolution No. 2021-37 Authorizing the City to Implement Teleconferenced Open Meetings Pursuant to Assembly Bill 361

B. Full Text of Assembly Bill 361

ATTACHMENT “A”

RESOLUTION NO. 2021-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

WHEREAS, City of Huntington Park values and places the highest priority on public safety and protecting its community; and

WHEREAS, the City Council of the City of Huntington Park continues to respond to the spread of coronavirus disease, and now hereby finds that international, national, state, and local health and governmental authorities are continuing to respond to an outbreak of said respiratory disease caused by a novel coronavirus, also known and abbreviated as COVID-19, ("COVID-19"); and

WHEREAS, the City of Huntington Park remains vigilant with federal, state, and county official updates related to COVID-19 because information, orders, and directives continue to change; and

WHEREAS, Chapter 4-4.06, et seq. of the Huntington Park Municipal Code authorizes the City Council to proclaim the existence or threatened existence of a local emergency, and further authorizes the Director of Emergency Services with enumerated powers when the Governor or County has declared a state of emergency, which has been the case as discussed hereinabove as it relates to COVID-19; and

WHEREAS, the City of Huntington Park is committed to preserving and nurturing public access and participation in meetings of City Council; and

WHEREAS, all meetings of the City of Huntington Park's City Council are open and public, as required by the Ralph M. Brown Act (Gov't Code § 54950 – 54963), so that any member of the public may attend, participate, and watch the City's Council conduct their business; and

WHEREAS, the Brown Act, Government Code § 54953(e), makes provisions for remote teleconferencing participation in meetings by members of local agencies, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (Gov't. Code § 54950 et seq.) so that local agencies can hold public meetings via teleconferences (with audio or video communications, without a physical meeting location), as long as the meeting agenda identifies the teleconferencing procedures to be used; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provision of N-29-20 concerning the conduct of public meetings through September 30, 2021; and

WHEREAS, California Assembly Bill 361 was signed into law on September 16, 2021 and amended Government Code Section 54953; and

WHEREAS, Assembly Bill 361 has several requirements to ensure the public can view and make public comments during the teleconferenced open meetings, including:

- To provide notice of how members of the public may access the meeting and offer public comments, including the chance for all persons to attend the meeting via a call-in or internet-based service option;
- The City Council cannot take further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the City Council's control which prevents members of the public from offering public comments, until public access is restored;
- Prohibiting City Council from requiring public comments to be submitted in advance of the meeting and would specify that the City Council must provide an opportunity for the public to address the City Council and offer comments in real time;
- Prohibiting City Council from closing the public comment period until the public comment period has elapsed or until a reasonable amount of time has elapsed; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) permits public meetings by teleconference but requires agendas be posted at all teleconference locations, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public; and

WHEREAS, Government Code Section 54953(b)(3) provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exists;

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's subordinate Committees, Commissions, and Boards to meet safely in person; and

2. The State of California and the City of Huntington Park continue to impose or recommend measures to promote social distancing

WHEREAS, the City of Huntington Park continues to impose or recommend measures to promote social distancing, which includes, but is not limited to:

1. For the safety of everyone and due to COVID-19, not allowing the public to attend City Council meetings in person.

2. Posting COVID-19 safety measures.

WHEREAS, the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15378(b)(5), in that adopting a Resolution authorizing the City Manager to conduct teleconferenced public meetings for all City's Committees, Commissions, and Boards, does not meet CEQA's definition of a "project", because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and because the action constitutes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and is

exempt pursuant to Section 15269(c) of the CEQA Guidelines, as specific actions necessary to prevent or mitigate an emergency; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein;

WHEREAS, the City Council finds it is in the best interest of the City to implement teleconferenced open meetings pursuant to Assembly Bill 361; and

WHEREAS, the Huntington Park City Council have determined that the provisions contained herein are necessary for the preservation of the public health and safety;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that the City Council of the City of Huntington Park, does ordain as follows;

SECTION 1. IT IS FURTHER PROCLAIMED AND ORDERED the foregoing recitals are true and correct and constitute the findings in this matter.

SECTION 2. That based on the City's powers, City Council may at its sole and absolute discretion, establish by resolution to authorize the City to conduct teleconferenced open meetings pursuant to Assembly Bill 361; and

SECTION 3. That the City Council of the City of Huntington Park has reconsidered the circumstances of COVID-19 state of emergency and that the following circumstances continue to exist:

- The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the City's subordinate Committees, Commissions, and Boards to meet safely in person; and
- The State of California and the City of Huntington Park continue to impose or recommend measures to promote social distancing.

SECTION 4. Adoption of this Resolution declares and affirms that the City Council of the City of Huntington Park authorizes that public meetings be teleconferenced in accordance to the provisions within AB 361.

SECTION 5. It is hereby proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of the City shall be as prescribed by federal, state, and county law, as well as the laws, ordinances and resolutions of the City of Huntington Park.

SECTION 6. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council declares that it would have adopted this Resolution, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Resolution are declared to be severable.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions and is directed to transmit a certified copy of this Resolution to the Board of Supervisors and the County Clerk of the County of Los Angeles.

THE FOREGOING RESOLUTION WAS ADOPTED at a regular meeting of the City Council of the City of Huntington Park held on the 7th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Graciela Ortiz,
Mayor

ATTEST:

_____
Eduardo Sarmiento,
City Clerk

ATTACHMENT “B”

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

O

ITEM NO. 2

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, November 2, 2021

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 6:04 p.m. on Tuesday, October 19, 2021, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

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

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

INVOCATION

Invocation was led by Mayor Graciela Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Sanabria.

PRESENTATION(S)

1. Proclamation "Breast Cancer Awareness Month"
2. Proclamation "Domestic Violence Awareness Month"
3. Special Presentation "Resolution 2021-29 Honoring Rebecca Avila"

PUBLIC COMMENTS

The following members of the public submitted public comments:

1. Maria Sanchez
2. Jose Rivera

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. 11-2-21 Regular City Council Meeting)

STAFF RESPONSE

Staff provided brief responded to public comments provided.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. 11-2-21 Regular City Council Meeting.)

CLOSSED SESSION

Mayor Graciela Ortiz recessed to closed session at 6:31 pm.

City Attorney Gabriela Ramirez asked the City recess into closed session to discuss the matter under the close session portion of the agenda.

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

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

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)
   Christopher Lisner v. City of Huntington Park, et al.
   USDC Case No. 5:19-cv-02009-VAP-SP

Mayor Graciela Ortiz reconvened to open session at 8:22 p.m. with all Councilmembers present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Gabriela Ramirez announced the minutes should reflect that with all five members of the City Council present, both items listed in the close session portion of the agenda were discussed. Council was briefed on items 1 through 3, direction was provided, but no final action was taken.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held October 05, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated November 02, 2021

MOTION: Councilmember Sanabria moved to approve the consent calendar from the November 2, 2021, Regular Meeting, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

END OF CONSENT CALENDAR

REGULAR AGENDA

HUMAN RESOURCES

3. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW CLASS SPECIFICATION FOR THE POSITION OF PUBLIC SAFETY OFFICER

MOTION: Councilmember Sanabria moved to adopt Resolution No. 2021-31 A Resolution of the City Council of the City of Huntington Park Approving New Class Specification for the Position of Public Safety Officer, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

4. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED WATER ENGINEERING FIRMS TO INVESTIGATE AND PROVIDE DESIGN ENHANCEMENTS AT WELL 16

MOTION: Councilmember Sanabria moved to authorized staff to publish and solicit a Request for Proposal (RFP) from qualified water engineering firms to investigate the lack of production at Well 16 and generate plans, specifications and engineer's estimate for bidding purposes, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

5. RESOLUTION AUTHORIZING SUBMITTAL OF AN URBAN FORESTRY GRANT APPLICATION TO THE STATE DEPARTMENT OF FORESTRY AND FIRE PROTECTION

MOTION: Councilmember Sanabria moved to adopt Resolution No. 2021-32 authorizing the submittal of an Urban Forestry Grant Application to the Department

of Forestry and Fire Protection to inventory the City's trees that are located in the public right-of-way; and authorize the Finance Department to fill out Attachment 4 – Payee Data; and authorize the City Manager to sign all documents related to this program, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

CITY MANAGER

6. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

MOTION: Councilmember Avila moved to adopt Resolution No. 2021-33 and to authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.Seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

PARKS AND RECREATION

7. CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RADIFICATION OF CERTAIN EXPENDITURES FOR HOLIDAY PALMTREE DECORATIONS ON PACIFIC BLVD.

MOTION: Councilmember Avila moved to approve authorization of St. Nick's Christmas Lighting and Décor for the installation and removal of Holiday Palm Tree Light Decorations on Pacific Boulevard using account #111-6010-451-74.10 in a not-to-exceed amount of $17,500.00; and authorize the City Manager to enter into a 2-year agreement with St. Nick's Christmas Lighting and Décor for 2021 and 2022, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

Mayor Ortiz excused herself from the Council meeting and Vice Mayor Martinez chaired the remainder of the City Council meeting.

8. CONSIDERATION AND APPROVAL OF EXPENDITURES FOR HOLIDAY LANE AT SALT LAKE PARK.

MOTION: Councilmember Sanabria moved to approve authorization of Brightlife Designs for the rental of holiday lights at Salt Lake Park on Bissell Street in a not-to-exceed amount of $18,125.00, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Ortiz

9. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

MOTION: Councilmember Sanabria moved to adopt Resolution No.2021-34 approving the authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs; and authorize the City Manager to execute all related grant application documents submitted by Parks and Recreation Director, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Ortiz

POLICE DEPARTMENT

10. APPROVE THE PURCHASE AND INSTALLATION OF VARIOUS TECHNOLOGY HARDWARE COMPONENTS AND SOFTWARE PROGRAMS TO COMPLETE VARIOUS PROJECTS AIMED AT IMPROVING THE CITY AND POLICE DEPARTMENT TECHNOLOGY INFRASTRUCTURE TO MINIMIZE TECHNOLOGY VULNERABILITIES AND PROTECT AGAINST CYBERSECURITY THREATS

MOTION: Councilmember Sanabria moved to approve the purchase and installation of various technology hardware components and software programs to complete various projects aimed at improving the City and Police Department technology infrastructure to minimize technology vulnerabilities and protect against cybersecurity threats, in the one-time amount of $659,611.88, and a yearly re-occurring cost of $59,429.94; and authorize the services of LANWAN Enterprise, the City's contracted IT services provider, to perform the necessary work to complete the projects; and appropriate an amount of $659,611.88 from the City's General Fund Account Number 111-7010-421.74-10 to fund these projects; and authorize the Finance Department Director to apply for reimbursement of

$659,611.88 from the City's allocated American Rescue Plan Funds; and authorize the City Manager and Chief of Police to oversee the completion of these projects, respectively, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Ortiz

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS – Parks and Recreation Direct Norzagaray thanked the Chief and Council for their support and help for the recent Halloween event held. She also announced that Veterans Day will be celebrated on Wednesday November 10, 2021 at 5:00 p.m. at Veterans Park.

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS – Each Councilmember congratulated and welcomed the new City Clerk Eduardo Sarmiento.

Council Member Manuel Avila thanked staff and the Police Department for their efforts in supporting the Halloween event.

Council Member Marilyn Sanabria thanked the Police Department for their great meet and greet Police event. She also thanked staff for running a successful Halloween event.

Council Member Karina Macias thanked staff and volunteers for their efforts at the Halloween.

Vice Mayor Eduardo "Eddie" Martinez thanked staff and the Police Department for their efforts in supporting a successful Halloween event.

ADJOURNMENT

Vice Mayor Martinez adjourned the meeting at 8:59 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday, November 16, 2021 at 6:00 pm

Respectfully submitted,

_____

Eduardo Sarmiento
City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, November 16, 2021

The City Council hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing conducted this meeting in accordance with

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:05 p.m. on Tuesday, November 16, 2021, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager Ricardo Reyes; Cesar Roldan, Director of Public Works; Raul Alvarez, Assistant City Manager; Araceli Almazan, Legal; Eduardo Sarmiento, City Clerk; Cosme Lozano, Chief of Police, Director of Finance & Administrative Services Absent; Steve Foster, Director of Community Development; Sergio Infanzon, Director of Communications; Araceli Almazan, City Attorney, Director of Parks & Recreation – Absent.

INVOCATION

Invocation was led by Mayor Graciela Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Macias.

PRESENTATION(S)

City Manager Reyes requested that the City Council vote to permit two additional items onto the list of presentations.

- Commendation and Recognition of three (3) Huntington Park Police Officers for Commitment and Dedication to Service
- Presentation from SEMET Team Regarding Collaboration with Union Pacific Celebrating Commitment and Dedication

MOTION: Councilmember Macias moved to approve the addition of two presentation items to the agenda, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

1. Proclamation Celebrating Veterans Day

2. Proclamation Celebrating National Caregivers Month
3. Presentation of Certificate of Recognition for Local Businesses –Halloween Event
4. Commendation and Recognition of three (3) Huntington Park Police Officers for Commitment and Dedication to Service
5. Presentation from SEMET Team Regarding Collaboration with Union Pacific Railroad Celebrating Commitment and Dedication

PUBLIC COMMENTS

The following members of the public submitted public comments:

1. Carlos Romero
2. Rosalba Zuniga

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. 11-16-21 Regular City Council Meeting)

STAFF RESPONSE

Mayor Otriz provided a brief response and gave direction to staff to follow up on the public comment provided related to the drop off area highlighted in public comment.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. 11-16-21 Regular City Council Meeting.)

CLOSSED SESSION

Mayor Graciela Ortiz recessed to closed session at 7:09 p.m.

City Attorney Gabriela Ramirez asked the City recess into closed session to discuss the matter under the close session portion of the agenda.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Government Code Section 54956.9(d)(4)
   Consideration of initiation in one potential case.

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)
   Construction Industry Force Account Council v. City of Huntington Park, et al. LASC Court Case No. 20STCP03947

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)
   Communities for a Better Environment v. Huntington Park, et.al.
   LASC Court Case No. 21STCP0083

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)

Christopher Lisner v. City of Huntington Park, et al.
USDC Case No. 5:19-cv-02009-VAP-SP

Mayor Graciela Ortiz reconvened to open session at 9:16 p.m. with all Councilmembers present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Gabriela Ramirez announced the minutes should reflect that with all five members of the City Council present, four (4) items listed on the close session agenda were discussed. On item one (1) and four (4), Council was briefed, direction was provided, but no final action was taken. As to item number two (2) Council was briefed but no final action was taken. As to item number three (3) CBE vs. City of Huntington Park Council was briefed, direction was provided as to an outstanding MOU with regard to the EJ element, and final action has been taken as far as two MOU's entered into. One between the City of Huntington Park and HCD, and the second MOU between the City of Huntington Park and Petitioners Council in the underlying writ of the instant action. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held October 19, 2021
1-2. Regular City Council Meeting held November 2, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated November 02, 2021

MOTION: Councilmember Sanabria moved to approve the consent calendar from the November 16, 2021, Regular Meeting, seconded by Councilmember Macias. Motion carried by unanimous consent.

SUBSTITUTE MOTION: Mayor Ortiz moved to approve the consent calendar from the November 16, 2021 with the removal of minutes 1-2 November 2, 2021 from the consent calendar, Regular Meeting, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

MOTION: Councilmember Sanabria moved to award a three (3) year professional service agreement (PSA) with an option of two, one-year extensions to provide traffic signal maintenance services to Bear Electrical Solutions, Inc. as the most responsive and responsible proposer for a not-to-exceed amount of $100,000 per contract calendar-year payable from account 221-8014-429-56.41 Traffic Signal Contract, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

4. CONSIDERATION AND APPROVAL TO PURCHASE NINE TRAFFIC SIGNAL AND LIGHTING POLES

MOTION: Councilmember Sanabria moved to authorize staff to purchase nine (9) traffic signal and lighting poles from JTB Supply Company as the most responsive and responsible proposer for a not-to-exceed amount of $99,809.33 payable from account 535-8016-431.74-10; and authorize the City Manager and department heads to execute the purchase order and process all applicable invoices, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

Prior to item five (5) on the agenda being discussed, Vice Mayor Martinez recused himself from the item.

5. RESOLUTION SETTING THE PUBLIC HEARING TO ADOPT THE HUNTINGTON PARK RULE 20A UNDERGROUNDING PROJECT ON SANTA ANA STREET BETWEEN STATE STREET AND OTIS STREET AND DECLARING THE FORMATION OF UNDERGROUND UTILITY DISTRICT NO. 15

MOTION: Councilmember Sanabria moved to adopt Resolution No. 2021-35 setting the Public Hearing date of December 21, 2021 to adopt the Huntington Park Rule 20A Undergrounding Project at Santa Ana Street between State Street and Otis Street and declaring the formation of Underground Utility District No. 15; and authorize the City Clerk's Office to publish the Notice of Public Hearing and notify the affected parcel owners of the undergrounding project, seconded by

Councilmember Macias. Motion carried by unanimous consent with Vice Mayor Martinez being recused from the item.

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

NOES: None

RECUSED: Vice Mayor Martinez

Vice Mayor Martinez rejoined the City Council meeting at the conclusion of item 5 on the agenda.

COMMUNITY DEVELOPMENT

6. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH RINCON CONSULTANTS, INC.

MOTION: Mayor Ortiz moved to approve a professional service agreement with Rincon Consulting, Inc. in an amount not to exceed $26,684; and authorize the City Manager to sign all documents related to this contract, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

7. CONSIDERATION OF APPEAL OF THE TRAFFIC AUTHORITY DENIAL OF BLUE CURB AT 3823 OLIVE STREET

No action taken due to lack of motion.

8. CONSIDERATION OF THE APPROVAL OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE CALHOME GRANT

MOTION: Councilmember Sanabria moved to approve Resolution No. 2021-36 authorizing the submission of an application to HCD for funding under the CalHome Program; and approve the Professional Services Agreement with Global Urban Strategies, Inc. for CalHome Grant administration; and authorize the City Manager to sign all documents related to this program, seconded by Mayor Ortiz. Motion carried by unanimous consent.

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

NOES: None

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

Police Chief Lozano provided an update on the 58th Street alley. Chief Lozano shared that the Police Department, Community Development, Public Works, and the City Attorney will be forming a short term task force to address the conditions and gain the support of businesses where the activity is taking place.

Communications Director Sergio Infanzon shared that the City will begin having workshops on how to become a home owner beginning December 9, 2021.

Public Works Director Cesar Roldan shared that work on the four (4) way stop at Oak St. has concluded. He also shared that work on Cudahy Street has also been completed. He concluded by sharing that work on Hill Street continues.

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Council Member Manuel Avila wished everyone a good night.

Council Member Marilyn Sanabria also wished everyone a good night.

Council Member Karina Macias thanked staff and reminded local seniors about the senior food pantry at Salt Lake Park from 1:00 p.m. to 2:30 p.m. She concluded her comments by wishing everyone a happy Thanksgiving.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for an amazing job providing a support to the community. He then wished everyone a happy Thanksgiving.

Mayor Ortiz shared her excitement about agenda item 8 that will help community members take the steps to become home owners, and thanked staff for their efforts. She closed by wishing everyone an amazing Thanksgiving.

ADJOURNMENT

Mayor Ortiz adjourned the meeting at 9:43 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday, December 7, 2021 at 6:00 pm

Respectfully submitted,

Eduardo Sarmiento
City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, November 2, 2021

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 6:04 p.m. on Tuesday, October 19, 2021, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

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

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

INVOCATION

Invocation was led by Mayor Graciela Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Sanabria.

PRESENTATION(S)

1. Proclamation "Breast Cancer Awareness Month"
2. Proclamation "Domestic Violence Awareness Month"
3. Special Presentation "Resolution 2021-29 Honoring Rebecca Avila"

PUBLIC COMMENTS

The following members of the public submitted public comments:

1. Maria Sanchez
2. Jose Rivera

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. 11-2-21 Regular City Council Meeting)

STAFF RESPONSE

Staff provided brief responded to public comments provided.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. 11-2-21 Regular City Council Meeting.)

CLOSSED SESSION

Mayor Graciela Ortiz recessed to closed session at 6:31 pm.

City Attorney Gabriela Ramirez asked the City recess into closed session to discuss the matter under the close session portion of the agenda.

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

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

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Government Code Section 54956.9(d)(1)
   Christopher Lisner v. City of Huntington Park, et al.
   USDC Case No. 5:19-cv-02009-VAP-SP

Mayor Graciela Ortiz reconvened to open session at 8:22 p.m. with all Councilmembers present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Gabriela Ramirez announced the minutes should reflect that with all five members of the City Council present, both items listed in the close session portion of the agenda were discussed. Council was briefed on items 1 through 3, direction was provided, but no final action was taken.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held October 05, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated November 02, 2021

MOTION: Councilmember Sanabria moved to approve the consent calendar from the November 2, 2021, Regular Meeting, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

END OF CONSENT CALENDAR

REGULAR AGENDA

HUMAN RESOURCES

3. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW CLASS SPECIFICATION FOR THE POSITION OF PUBLIC SAFETY OFFICER

MOTION: Councilmember Sanabria moved to adopt Resolution No. 2021-31 A Resolution of the City Council of the City of Huntington Park Approving New Class Specification for the Position of Public Safety Officer, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

4. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED WATER ENGINEERING FIRMS TO INVESTIGATE AND PROVIDE DESIGN ENHANCEMENTS AT WELL 16

MOTION: Councilmember Sanabria moved to authorized staff to publish and solicit a Request for Proposal (RFP) from qualified water engineering firms to investigate the lack of production at Well 16 and generate plans, specifications and engineer's estimate for bidding purposes, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

5. RESOLUTION AUTHORIZING SUBMITTAL OF AN URBAN FORESTRY GRANT APPLICATION TO THE STATE DEPARTMENT OF FORESTRY AND FIRE PROTECTION

MOTION: Councilmember Sanabria moved to adopt Resolution No. 2021-32 authorizing the submittal of an Urban Forestry Grant Application to the Department

of Forestry and Fire Protection to inventory the City's trees that are located in the public right-of-way; and authorize the Finance Department to fill out Attachment 4 – Payee Data; and authorize the City Manager to sign all documents related to this program, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

CITY MANAGER

6. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

MOTION: Councilmember Avila moved to adopt Resolution No. 2021-33 and to authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.Seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

PARKS AND RECREATION

7. CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RADIFICATION OF CERTAIN EXPENDITURES FOR HOLIDAY PALMTREE DECORATIONS ON PACIFIC BLVD.

MOTION: Councilmember Avila moved to approve authorization of St. Nick's Christmas Lighting and Décor for the installation and removal of Holiday Palm Tree Light Decorations on Pacific Boulevard using account #111-6010-451-74.10 in a not-to-exceed amount of $17,500.00; and authorize the City Manager to enter into a 2-year agreement with St. Nick's Christmas Lighting and Décor for 2021 and 2022, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

Mayor Ortiz excused herself from the Council meeting and Vice Mayor Martinez chaired the remainder of the City Council meeting.

8. CONSIDERATION AND APPROVAL OF EXPENDITURES FOR HOLIDAY LANE AT SALT LAKE PARK.

MOTION: Councilmember Sanabria moved to approve authorization of Brightlife Designs for the rental of holiday lights at Salt Lake Park on Bissell Street in a not-to-exceed amount of $18,125.00, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Ortiz

9. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

MOTION: Councilmember Sanabria moved to adopt Resolution No.2021-34 approving the authority to file applications for grant funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs; and authorize the City Manager to execute all related grant application documents submitted by Parks and Recreation Director, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Ortiz

POLICE DEPARTMENT

10. APPROVE THE PURCHASE AND INSTALLATION OF VARIOUS TECHNOLOGY HARDWARE COMPONENTS AND SOFTWARE PROGRAMS TO COMPLETE VARIOUS PROJECTS AIMED AT IMPROVING THE CITY AND POLICE DEPARTMENT TECHNOLOGY INFRASTRUCTURE TO MINIMIZE TECHNOLOGY VULNERABILITIES AND PROTECT AGAINST CYBERSECURITY THREATS

MOTION: Councilmember Sanabria moved to approve the purchase and installation of various technology hardware components and software programs to complete various projects aimed at improving the City and Police Department technology infrastructure to minimize technology vulnerabilities and protect against cybersecurity threats, in the one-time amount of $659,611.88, and a yearly re-occurring cost of $59,429.94; and authorize the services of LANWAN Enterprise, the City's contracted IT services provider, to perform the necessary work to complete the projects; and appropriate an amount of $659,611.88 from the City's General Fund Account Number 111-7010-421.74-10 to fund these projects; and authorize the Finance Department Director to apply for reimbursement of

$659,611.88 from the City's allocated American Rescue Plan Funds; and authorize the City Manager and Chief of Police to oversee the completion of these projects, respectively, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Mayor Ortiz

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS – Parks and Recreation Direct Norzagaray thanked the Chief and Council for their support and help for the recent Halloween event held. She also announced that Veterans Day will be celebrated on Wednesday November 10, 2021 at 5:00 p.m. at Veterans Park.

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS – Each Councilmember congratulated and welcomed the new City Clerk Eduardo Sarmiento.

Council Member Manuel Avila thanked staff and the Police Department for their efforts in supporting the Halloween event.

Council Member Marilyn Sanabria thanked the Police Department for their great meet and greet Police event. She also thanked staff for running a successful Halloween event.

Council Member Karina Macias thanked staff and volunteers for their efforts at the Halloween.

Vice Mayor Eduardo "Eddie" Martinez thanked staff and the Police Department for their efforts in supporting a successful Halloween event.

ADJOURNMENT

Vice Mayor Martinez adjourned the meeting at 8:59 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday, November 16, 2021 at 6:00 pm

Respectfully submitted,

Eduardo Sarmiento
City Clerk

MINUTES

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

NOES: None

ABSENT: Mayor Ortiz

END OF REGULAR AGENDA

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Council Member Karina Macias thanked staff and volunteers for their efforts at the Halloween.

Vice Mayor Eduardo "Eddie" Martinez thanked staff and the Police Department for their efforts in supporting a successful Halloween event.

ADJOURNMENT

Vice Mayor Martinez adjourned the meeting at 8:59 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday, November 16, 2021 at 6:00 pm

Respectfully submitted,

Eduardo Sarmiento
City Clerk

ITEM NO. 3

ATTACHMENT "A"

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 Financng Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

ATTACHMENT "B"

City of Huntington Park
Demand Register
WR 12-7-21

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	313411-00	111-8022-419.43-10	CITY HALL FLOOD LIGHTS	401.17
	313011-00	535-8090-452.61-20	BRACKETS FOR TENNIS COURT	590.66
	313356-00	535-8090-452.61-20	ELECTRICAL WIRE & HARDWRE	3,182.24
				$4,174.07
ABBA TERMITE & PEST CONTROL	48052	111-7065-441.61-20	BEE TREATMENT	195.00
				$195.00
ADAMSON POLICE PRODUCTS	INV365954	111-7022-421.61-24	OFFICER UNIFORM	1,059.51
				$1,059.51
ALADDIN LOCK & KEY SERVICE	31284	111-8023-451.43-10	KEYS FOR PAD GATE	24.26
	31321	111-8023-451.43-10	KEYS FOR PAD STORAGE	104.41
	31352	741-8060-431.43-20	FORD KEYS FOR PD UNITS	66.04
				$194.71
ALAN'S LAWN AND GARDEN CENTER, INC.	1062114	741-8060-431.43-20	CONCRETE PLANNER	103.29
	1062190	741-8060-431.43-20	CONCRETE PLANNER	38.37
				$141.66
ALL CITY MANAGEMENT SERVICES,INC	72671	111-7022-421.56-41	CROSSING GUARD 10/3-10/16	7,776.65
	72920	111-7022-421.56-41	CROSSING GUARD 10/17-10/30	8,649.87
				$16,426.52
ALMA ROSA MARTINEZ	23379-7172	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	83.74
				$83.74
AMAZON.COM SERVICES, INC.	13FH-99YV-9V19	111-8020-431.61-20	PW OFFICE SUPPLIES	65.92
				$65.92
AMERICAN CELEBRATIONS	262012	111-6010-466.55-50	HELIUM REFILL SRVC	137.81
				$137.81
AMERICAN EXPRESS	RQJ5QSVHAJ1	111-0110-411.61-20	COUNCIL MEETING SUPPLIES	44.10
	NT_KLAQ2KS1	111-0210-413.56-41	ADMIN ONLINE SUBSCRIPTION	24.95
	NT_KQX1MPUT	111-1010-411.61-20	CITY CLERK ZOOM ACCOUNT	163.77
	00480600032	111-6010-466.55-50	HALLOWEEN SUPPLIES	42.45
	08780519	111-6010-466.55-50	HALLOWEEN SUPPLIES	871.18
	375401371	111-6010-466.55-50	HALLOWEEN SUPPLIES	105.82
	551901	111-6010-466.55-50	HALLOWEEN SUPPLIES	85.67
	73011001287	111-6010-466.55-50	HALLOWEEN SUPPLIES	1,043.64
	73011001300	111-6010-466.55-50	HALLOWEEN SUPPLIES	986.44
	75444EA508D7	111-6010-466.55-50	HALLOWEEN SUPPLIES	680.00
	804449	111-6010-466.55-50	HALLOWEEN SUPPLIES	68.20
	828884	111-6010-466.55-50	HALLOWEEN SUPPLIES	90.68
	8775308733	111-6010-466.55-50	HALLOWEEN SUPPLIES	281.80
	C1244201626	111-6010-466.55-50	HALLOWEEN SUPPLIES	469.66
	NT_KSPCQ7NQ	111-6010-466.55-50	HALLOWEEN SUPPLIES	799.00
	R733681939	111-6010-466.55-50	HALLOWEEN SUPPLIES	24.49
	W1B2MQW02BB	111-6010-466.55-50	HALLOWEEN SUPPLIES	143.55
	WKVL59Y209W	111-6010-466.55-50	HALLOWEEN SUPPLIES	103.61
	122900027	111-6020-451.61-35	AFTER SCHOOL PROGRAM	236.08
	286IAPTMAVS	111-6020-451.61-35	PARKS OFFICE SUPPLIES	165.38

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	31099531300	111-6020-451.61-35	HALLOWEEN SUPPLIES	612.95
	670300039	111-6020-451.61-35	AFTER SCHOOL PROGRAM	709.54
	849359	111-6020-451.61-35	DIA DE LOS MUERTOS SUPPLY	49.28
	866700061	111-6020-451.61-35	AFTER SCHOOL PROGRAM	1,179.53
	LPAYZTSATBM	111-6020-451.61-35	DIA DE LOS MUERTOS SUPPLY	106.22
	MIK42560301	111-6020-451.61-35	DIA DE LOS MUERTOS SUPPLY	616.52
	MIK42676292	111-6020-451.61-35	AFTER SCHOOL PROGRAM	9.87
	MIK42676292	111-6020-451.61-35	DIA DE LOS MUERTOS SUPPLY	314.46
	MIK42676326	111-6020-451.61-35	DIA DE LOS MUERTOS SUPPLY	439.90
	NT_KRYXG5OK	111-6020-451.61-35	DIA DE LOS MUERTOS SUPPLY	122.34
	WTXEHJRE4GQ	111-6020-451.61-35	AFTER SCHOOL PROGRAM	570.51
	00253685	111-7010-421.59-15	PD HOTEL REGISTRATION	797.50
	10077304974	111-7010-421.59-15	PD TRAINING REGISTRATION	165.00
	10077380425	111-7010-421.59-15	PD TRAINING REGISTRATION	145.00
	10077896088	111-7010-421.59-15	PD TRAINING REGISTRATION	395.00
	10077896682	111-7010-421.59-15	PD TRAINING REGISTRATION	370.00
	287IAPTTML0	111-7010-421.59-15	PD TRAINING REGISTRATION	270.00
	12126239799	111-7010-421.61-20	PD MAIL CHARGES	247.80
	346844707	111-7010-421.61-20	PD SOFTWARE SUBSCRIPTION	14.99
	348806595	111-7010-421.61-20	PD SOFTWARE SUBSCRIPTION	14.99
	9OHHHK29KLY	111-7010-421.61-20	INTERVIEW PANEL SUPPLIES	41.90
	HWCWDIG5ZOG	111-7010-421.61-20	PD OFFICE SUPPLIES	121.00
	8240517-152	111-9010-490.61-60	ADMIN ONLINE NOTICES	30.99
	391601739	239-6060-490.61-60	HALLOWEEN SUPPLIES	1,964.53
	MIK42560301	239-6060-490.61-60	DIA DE LOS MUERTOS SUPPLY	41.67
	MIK42560331	239-6060-490.61-60	DIA DE LOS MUERTOS SUPPLY	329.10
	MIK42560492	239-6060-490.61-60	DIA DE LOS MUERTOS SUPPLY	109.70
				$16,220.76
ARDON WELDING INC.	2228	535-8090-452.43-20	REPAIR 250FT CHAIN FENCE	4,998.00
				$4,998.00
ARROYO BACKGROUND INVESTIGATIONS	2627	111-7010-421.56-41	BACKGROUND INVESTIGATION	550.00
				$550.00
ARTHUR GONZALES	22537-13914	681-0000-228.70-00	WATER CREDIT REFUND	524.30
				$524.30
AT&T	11/5/21-12/4/21	111-7010-421.53-10	PD PHONE SERVICE	74.90
	17137362	111-7010-421.53-10	DISPATCH PHONE 9/4/21-10/3/21	559.63
	17218004	111-7010-421.53-10	DISPATCH PHONE 9/20/21-10/19/21	393.13
	17281880	111-7010-421.53-10	DISPATCH PHONE 9/4/21-10/3/21	538.88
				$1,566.54
AT&T MOBILITY	X10252021	111-7010-421.53-10	PD WIRELESS PHONES	3,831.34
	X11142021	111-7010-421.53-10	PD WIRELESS PHONES	1,441.99
				$5,273.33
AT&T PAYMENT CENTER	9/28-10/27/21	111-7010-421.53-10	PD PHONE SERVICE	1,994.18
	11/7/21-12/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	186.30

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AT&T PAYMENT CENTER	11/7/21-12/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	71.28
	11/7/21-12/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	23.41
	11/7/21-12/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	23.41
	11/7/21-12/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	23.41
	11/7/21-12/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	23.41
	11/7/21-12/6/21	111-9010-419.53-10	CITY WIDE PHONE SERVICE	91.69
				$2,437.09
ATWOOD MANAGEMENT INC	22369-13978	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	56.30
				$56.30
BDG LAW GROUP	29852	745-9031-413.32-70	LEGAL SRVCS-SEPT 2021	1,155.00
	29911	745-9031-413.32-70	LEGAL SRVCS-OCT 2021	1,083.08
				$2,238.08
CARD INTEGRATORS	7261	111-7010-421.56-41	PHOTO ID SUPPLIES	1,490.00
				$1,490.00
CARMEN HERRERA	HP010027913	111-0000-351.10-10	PARKING CITATON REFUND	55.00
				$55.00
CENTRAL BASIN MWD	HP-OCT21	681-8030-461.41-00	IMPORTED WATER- OCT 2021	119,076.32
				$119,076.32
CENTRAL FORD	380254	219-8085-431.43-21	SHUTTLE PARTS #002	27.06
	381097	219-8085-431.43-21	VEHICLE PARTS	448.96
	380804	741-8060-431.43-20	VEHICLE PARTS	303.10
	380875	741-8060-431.43-20	VEHICLE PARTS PD UNIT# 918	706.79
	380934	741-8060-431.43-20	TRANSMISSION FOR PD#976	3,800.69
	381024	741-8060-431.43-20	VEHICLE PARTS PD UNIT# 918	75.83
	381031	741-8060-431.43-20	VEHICLE PARTS PD UNIT# 903	329.38
	381091	741-8060-431.43-20	VEHICLE PARTS	56.89
	381132	741-8060-431.43-20	VEHICLE PARTS	257.54
				$6,006.24
CHAMPION CJD	643201	741-8060-431.43-20	VEHICLE PARTS UNIT 957	350.11
				$350.11
CHARTER COMMUNICATIONS	0467069110721	111-7010-421.53-10	PD INTERNET 11/7/21-12/6/21	1,650.00
	0511379101321	111-7010-421.53-10	PD INTERNET 10/13/21-11/12/21	154.98
	0514415103021	111-7010-421.53-10	PD INTERNET 10/30/21-11/29/21	654.85
	106964801110121	111-7010-421.53-10	ICI SYSTEM 11/1/21-11/30/21	702.34
	0444795110221	111-9010-419.53-10	CITY HALL INTERNET 11/2/21-12/1/21	1,999.00
	0389644103121	121-7040-421.56-14	PD TV 10/31/21-11/30/21	295.13
				$5,456.30
CINTAS CORPORATION NO 3	4099643764	741-8060-431.56-41	UNIFORM DRY CLEANING	357.10
	4100349056	741-8060-431.56-41	UNIFORM DRY CLEANING	357.10
	4101027200	741-8060-431.56-41	UNIFORM DRY CLEANING	344.57
				$1,058.77
CLIFF K LUI	8421-23924	681-0000-228.70-00	WATER CREDIT BALANCE REFUND	37.95
				$37.95

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COMMERCIAL TIRE COMPANY	1-170140	219-8085-431.43-21	TIRES FOR CITY BUS/SHUTTLE	1,167.79
	1-170212	741-8060-431.43-20	TIRE SERVICES	386.53
				$1,554.32
CR&R INCORPORATED	0104664	111-8027-431.56-59	TRASH/RECYCLING-NOV 2021	16,680.00
				$16,680.00
CREATIVE BUS SALES, INC.	110269655	219-8085-431.43-21	ELECTRIC BOARD #002	567.85
	13050667CM	219-8085-431.43-21	SWITCH ENTRY DOOR	-161.28
	13052139CM	219-8085-431.43-21	ELECTRIC BOARD #002	-737.14
	13054779	219-8085-431.43-21	SHUTTLE BUS PARTS	398.66
				$68.09
CSULB FOUNDATION	11032021	111-7010-421.59-20	PD TRAINING REGISTRATION	182.00
				$182.00
DAPEER, ROSENBLIT & LITVAK	18933	111-0220-411.32-70	LEGAL SRVCS	254.30
	19059	111-0220-411.32-70	CODE LEGAL SRVCS	945.30
				$1,199.60
DATA TICKET INC.	130904	111-3010-415.56-41	CITATION PROCESSING-OCT 21	22.50
	130881	111-7065-441.61-20	ANIMAL CITATION-OCT 2021	46.50
	130911	111-7065-441.61-20	ANIMAL CITATION-OCT 2021	86.50
	131530	111-9010-415.56-15	CITATION PROCESSING-OCT 21	10,850.59
				$11,006.09
DATAPROSE, INC.	DP2104023	681-3022-415.53-20	WATER POSTAGE-OCT 2021	1,071.00
	DP2104023	681-3022-415.56-41	WATER BILLS-OCT 2021	685.92
				$1,756.92
DELTA DENTAL	BE004662922	111-0000-217.50-20	DELTA DPO BENEFITS-NOV 21	7,792.86
	BE004716190	111-0000-217.50-20	DELTA DPO BENEFITS-DEC 21	7,882.65
				$15,675.51
DELTA DENTAL INSURANCE COMPANY	BE004660531	111-0000-217.50-20	DELTA PMI BENEFITS-NOV 21	2,295.31
	BE004713795	111-0000-217.50-20	DELTA PMI BENEFITS-DEC 21	2,326.21
				$4,621.52
DEPARTMENT OF ANIMAL CARE & CONTROL	11252021	111-7065-441.56-41	ANIMAL SRVCS-OCT 2021	12,378.35
				$12,378.35
DEPARTMENT OF JUSTICE	542390	111-7030-421.56-41	FINGERPRINT APPS	160.00
				$160.00
DJ TEMPOE ENTERTAINMENT	408437	111-6065-451.57-46	SENIOR DANCE DJ	395.00
				$395.00
DUNN EDWARDS CORPORATION	2009329716	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	717.73
	2009329820	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	574.19
	2009329822	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	717.73
	2009329823	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	502.40
	2009330441	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	29.66
	2009330516	111-8095-431.61-50	GRAFFITI ABATEMENT PAINT	430.64
				$2,972.35
E.B. BRADLEY CO.	1661088-00	111-8024-421.43-10	HARWARE FOR CABINETS - PD	49.51
				$49.51

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EDWIN RUANO	7972	111-8024-421.43-10	FLOOR REPAIR	2,975.00
				$2,975.00
ELITE IRON DOORS & FENCES INC	21364	535-8090-452.43-20	DOOR SRVC-RITA PARKING LOT	750.00
				$750.00
ESTELA RAMIREZ	77213/77229	111-6060-466.33-20	BODY TONING CLASS INSTRUCTOR	252.00
				$252.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE11012021	111-0000-362.20-15	PROPERTY LEASE-OCT 2021	-2,000.00
	HPE11012021	111-0000-362.20-15	VEHICLE LEASE-OCT 2021	-500.00
	HPE11012021	219-0000-340.30-00	FARE COLLECTION- OCT 2021	-2,864.00
	HPE11012021	219-8085-431.56-43	HP EXPRESS-OCT 2021	40,466.33
	DAR11012021	219-8085-431.56-45	DIAL-A-RIDE NOV 2021	66,583.33
	HPE11012021	220-8085-431.56-43	HP EXPRESS- OCT 2021	40,466.34
	HPE11012021	222-8010-431.56-43	HP EXPRESS-OCT 2021	40,466.33
				$182,618.33
FERGUSON ENTERPRISES INC	0692826	111-8022-419.43-10	REPLACEMENT PUMP	38.09
	0692826-1	111-8022-419.43-10	REPLACEMENT PUMP	365.42
				$403.51
GEORGE CHEVROLET	98140	741-8060-431.43-20	FUEL INJECTR, GASKET, ETC	890.46
				$890.46
GRAINGER	9108842973	111-8022-419.43-10	BIOMETRIC DOOR LOCK	321.57
	9114038871	111-8024-421.43-10	POWER CORD FOR PD	185.61
	9124879116	219-8085-431.43-21	VEHICLE PARTS	110.58
	9111221157	741-8060-431.43-20	VEHICLE PARTS	39.88
	9115240419	741-8060-431.43-20	VEHICLE PARTS	44.88
	9115663586	741-8060-431.43-20	VEHICLE PARTS	83.78
				$786.30
GUILLERMO PEREZ	HP040013011	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				$145.00
H.P. TEST ONLY	021476	219-8085-431.43-21	SMOG CHECK FOR SHUTTLE	35.00
	021475	741-8060-431.43-20	SMOG CHECK PD #982	35.00
	21421	741-8060-431.43-20	SMOG CHECK UNIT #904	35.00
	21422	741-8060-431.43-20	SMOG CHECK UNIT #960	35.00
	21426	741-8060-431.43-20	SMOG CHECK UNIT #900	35.00
	21426	741-8060-431.43-20	SMOG CHECK UNIT #952	35.00
	21427	741-8060-431.43-20	SMOG CHECK UNIT #975	35.00
	21429	741-8060-431.43-20	SMOG CHECK #198	35.00
	21430	741-8060-431.43-20	SMOG CHECK #350	35.00
	21431	741-8060-431.43-20	SMOG CHECK #398	35.00
	21432	741-8060-431.43-20	SMOG CHECK #353	35.00
	21434	741-8060-431.43-20	SMOG CHECK #351	35.00
	21436	741-8060-431.43-20	SMOG CHECK #352	35.00
	21438	741-8060-431.43-20	SMOG CHECK #132	35.00
	21439	741-8060-431.43-20	SMOG CHECK #280	35.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
H.P. TEST ONLY	21440	741-8060-431.43-20	SMOG CHECK #281	35.00
	21441	741-8060-431.43-20	SMOG CHECK #185	35.00
	21443	741-8060-431.43-20	SMOG CHECK #181	35.00
	21443	741-8060-431.43-20	SMOG CHECK #346	35.00
	21444	741-8060-431.43-20	SMOG CHECK #347	35.00
	21445	741-8060-431.43-20	SMOG CHECK #190	35.00
	21447	741-8060-431.43-20	SMOG CHECK #186	35.00
	21463	741-8060-431.43-20	SMOG CHECK #967	35.00
	21466	741-8060-431.43-20	SMOG CHECK #971	35.00
	21468	741-8060-431.43-20	SMOG CHECK #963	35.00
	21470	741-8060-431.43-20	SMOG CHECK #275	35.00
	21471	741-8060-431.43-20	SMOG CHECK #984	35.00
	21472	741-8060-431.43-20	SMOG CHECK #956	35.00
				$980.00
HASA, INC.	786606	681-8030-461.41-00	SODIUM HYPOCHLORITE	153.17
	786607	681-8030-461.41-00	SODIUM HYPOCHLORITE	359.80
	786608	681-8030-461.41-00	SODIUM HYPOCHLORITE	255.29
	787693	681-8030-461.41-00	SODIUM HYPOCHLORITE	163.38
	787694	681-8030-461.41-00	SODIUM HYPOCHLORITE	306.34
	787695	681-8030-461.41-00	SODIUM HYPOCHLORITE	204.23
				$1,442.21
IDEAL LIGHTING	120594	111-8023-451.43-10	REPLACEMENT OF PARK LAMPS	422.59
				$422.59
INFRAMARK LLC	69379	283-8040-432.56-41	WATER/SEWER MAINT-NOV 21	13,476.33
	69379	681-8030-461.56-41	WATER/SEWER MAINT-NOV 21	103,885.14
				$117,361.47
INFRASTRUCTURE ENGINEERS	26350	111-8080-431.56-62	ENGINEERING SRVC-OCT 2021	14,876.25
	26350	221-8010-431.56-41	ENGINEERING SRVC-OCT 2021	5,733.00
	26399	221-8010-431.76-12	SB1 STREET ENHANCEMENT	19,800.50
	26398	222-8010-431.76-06	SLAUSON CONGESTION RELIEF	2,616.60
	26350	222-8080-431.56-41	ENGINEERING SRVC-OCT 2021	25,000.00
				$68,026.35
JANET GARCIA	HP030038005	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				$55.00
JDS TANK TESTING & REPAIR INC	16627	741-8060-431.43-20	MONTHLY OPERATOR-OCT 2021	135.00
				$135.00
JOBAB HERNANDEZ	HP050028732	111-0000-351.10-10	PARKING CITATION REFUND	30.00
				$30.00
JRD UNICO INC.	312216	239-0272-463.57-91	FOOD DISTRIBUTION ITEMS	2,821.91
				$2,821.91
JTB SUPPLY COMPANY INC	109679	221-8014-429.61-20	TRAFFIC SIGNAL EQUIPMENT	5,885.18
				$5,885.18

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KEYSTONE UNIFORM DEPOT	068107	111-7022-421.61-24	EMPLOYEE UNIFORMS	19.85
				$19.85
KONICA MINOLTA BUSINESS SOLUTIONS	274298487	111-6010-451.56-41	PARKS COPIER USAGE	523.10
	276009782	111-7010-421.44-10	PD COPIER-SEPT 2021	379.63
	276010063	111-7010-421.44-10	PD COPIER- SEPT 2021	298.91
	276010245	111-7010-421.44-10	PD COPIER-SEPT 2021	66.64
				$1,268.28
LA COUNTY SHERIFF'S DEPT	221033SG	121-7040-421.56-41	INMATE MEAL SRVC-OCT 2021	895.68
				$895.68
LACMTA	HP-111521	219-8085-431.58-50	METRO TAP CARDS-OCT 2021	59.34
				$59.34
LAN WAN ENTERPRISE, INC	72566	111-2030-413.61-20	HR COMPUTER PARTS	296.83
	71815	111-6010-451.56-41	PARKS COMPUTER PARTS	773.99
	71939	111-7010-421.56-41	EMAIL SECURITY SOFTWARE	3,945.37
	72594	111-7010-421.56-41	PD VM WARE SOFTWARE	2,774.20
	72570	111-7010-421.61-20	POWER ADAPTER AND CASE	77.25
	72600	111-7010-421.61-20	POWER ADAPTER AND CASE	77.25
				$7,944.89
LB JOHNSON HARDWARE CO.	117647	111-8022-419.43-10	HARDWARE	15.26
	117662	111-8022-419.43-10	HARDWARE	18.59
	117664	221-8012-429.61-20	STRIPING MACHINE	205.55
	117681	741-8060-431.43-20	HARDWARE	25.16
				$264.56
LC ACTION POLICE SUPPLY	431986	227-7117-421.74-10	POLICE RIFLE ACCES.	965.66
				$965.66
LEGAL SHIELD	11/15/2021	111-0000-217.60-50	ID THEFT PROTECTION- NOV 2021	28.90
				$28.90
LGP EQUIPMENT RENTALS INC	120788	111-8010-431.44-10	RENTAL OF AERIAL TRUCK	627.06
				$627.06
LOS ANGELES COUNTY FIRE DEPARTMENT	IN0345131	741-8060-431.42-05	HAZARDOUS MATERIALS DISCLOSURE	411.00
				$411.00
LOS ANGELES TIMES	10142021	121-7040-421.56-14	JAIL NEWSPAPER	135.57
				$135.57
LOZADA'S TRANSMISSIONS INC.	644	741-8060-431.43-20	TRANSMISSION REPAIR	1,180.00
				$1,180.00
MARIA ELENA LOPEZ	HP040010231	111-0000-351.10-10	PARKING CITATION REFUND	290.00
				$290.00
MARISELA GARCIA	HP050020465	111-0000-351.10-10	PARKING CITATION REFUND	145.00
				$145.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1	08232021	681-8030-461.62-20	FREEDOM PARK WATER 8/23-10/20/21	1,093.78
	08232021	681-8030-461.62-20	FREEDOM PARK WATER 8/23-10/20/21	282.68
	08232021	681-8030-461.62-20	FREEDOM PARK WATER 8/23-10/20/21	140.08
				$1,516.54

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MERRIMAC ENERGY GROUP	2215768	741-8060-431.62-30	FUEL PURCHASE	29,507.23
				$29,507.23
NATIONAL TRAINING CONCEPTS, INC.	21-235	111-7010-421.59-20	PD TRAINING REGISTRATION	614.00
				$614.00
NATIONWIDE ENVIRONMENTAL SERVICES	31827	111-8031-433.56-41	STREET SWEEPING-SEP 2021	26,328.98
	31893	111-8031-433.56-41	STREET SWEEPING-OCT 2021	26,328.98
	31828	220-8070-431.56-41	BUS STOP MAINT-SEP 2021	18,795.50
	31894	220-8070-431.56-41	BUS STOP MAINT-SEP 2021	18,795.50
	31827	221-8010-431.56-41	STREET SWEEPING-SEP 2021	26,328.98
	31893	221-8010-431.56-41	STREET SWEEPING-OCT 2021	26,328.98
				$142,906.92
NCM CARWASH	10083	741-8060-431.43-20	CAR WASH SEP-OCT 2021	34.73
				$34.73
NEW CHEF FASHION INC.	1016647	111-7022-421.61-24	EMPLOYEE UNIFORMS	99.20
	1017929	111-7022-421.61-24	EMPLOYEE UNIFORMS	33.08
	1018301	111-7022-421.61-24	EMPLOYEE UNIFORMS	55.11
	1018302	111-7022-421.61-24	EMPLOYEE UNIFORMS	110.23
	1018303	111-7022-421.61-24	EMPLOYEE UNIFORMS	110.23
				$407.85
NICK ALEXANDER RESTORATION	3911	111-8020-431.43-10	PW CHAIR REUPHOLSTERY	450.00
				$450.00
O'REILLY AUTO PARTS	2959-460212	219-8085-431.43-21	VEHICLE PARTS	215.72
	2959-463202	219-8085-431.43-21	VEHICLE PARTS	406.92
	2959-274962	741-8060-431.43-20	SHOP SUPPLIES	188.23
	2959-451443	741-8060-431.43-20	VEHICLE PARTS	33.06
	2959-460720	741-8060-431.43-20	VEHICLE PARTS	551.24
	2959-460989	741-8060-431.43-20	VEHICLE PARTS	885.20
	2959-460992	741-8060-431.43-20	VEHICLE PARTS	96.15
	2959-4611583	741-8060-431.43-20	BRAKE ROTOR FOR #952	232.80
	2959-4611594	741-8060-431.43-20	DISC BRAKE KIT FOR 952	23.48
	2959-461178	741-8060-431.43-20	OIL PAN GASKET FOR #184	42.10
	2959-461403	741-8060-431.43-20	DISC PAD FOR PD#955	97.99
	2959-461426	741-8060-431.43-20	RETURN CREDIT	-86.16
	2959-461615	741-8060-431.43-20	DISC BRAKE KIT FOR 952	12.51
	2959-462687	741-8060-431.43-20	VEHICLE PARTS	113.29
	2959-463107	741-8060-431.43-20	VEHICLE PARTS	217.47
	2959-463681	741-8060-431.43-20	VEHICLE PARTS	345.86
	2959-463743	741-8060-431.43-20	VEHICLE PARTS	53.69
	2959-463997	741-8060-431.43-20	AIR FILTER	15.17
	2959-464000	741-8060-431.43-20	AIR FILTER SHOP PARTS	60.68
	2959-464251	741-8060-431.43-20	VEHICLE PARTS	92.06
	2959-466343	741-8060-431.43-20	VEHICLE PARTS	93.78
	2959-466541	741-8060-431.43-20	VEHICLE PARTS	179.27

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-467132	741-8060-431.43-20	CARBURETOR UNIT# 332	497.44
	2959-467170	741-8060-431.43-20	ENGINE COMPUTER PD#903	719.11
	2959-467203	741-8060-431.43-20	BATTERY FOR MULTIPLE UNITS	209.48
	2959-468927	741-8060-431.43-20	BRAKE ROTORS FOR PD 918	375.36
	2959-469185	741-8060-431.43-20	VEHICLE PARTS	131.20
	2959-469186	741-8060-431.43-20	AIR BAG INDICATOR LAMP	52.52
	2959-469224	741-8060-431.43-20	SHOP SUPPLIES	643.17
	2959-469226	741-8060-431.43-20	BRAKE CYLINDER FOR PD903	132.27
	5655-275043	741-8060-431.43-20	STREET CONCRETE LEVELER	13.20
	5655-275082	741-8060-431.43-20	CARBURETOR UNIT#332	330.74
	5655-275587	741-8060-431.43-20	SHOP SUPPLY	83.53
	5655-275660	741-8060-431.43-20	VEHICLE PARTS	73.57
	5655-275723	741-8060-431.43-20	VEHICLE PARTS	30.53
	5655-275751	741-8060-431.43-20	SHOP SUPPLIES	477.79
				$7,640.42
OEM AUTO PAINT SUPPLIES	141773	221-8012-429.61-20	PAINT FOR STREET MARKING	325.76
				$325.76
OLIVAREZ MADRUGA, LLP	16112	745-9031-413.32-70	LEGAL SRVCS-JULY 2021	3,094.40
	16917	745-9031-413.32-70	LEGAL SRVCS-SEPT 2021	1,900.00
				$4,994.40
PARS	49290	111-9010-419.56-41	PARS ARS FEES-SEPT 2021	661.32
	49368	216-3010-415.56-41	PARS REP FEES-SEPT 2021	2,533.54
				$3,194.86
PITNEY BOWES	3104923327	111-9010-419.44-10	CITY MAIL EQUIPMENT LEASE	561.29
	3104926693	111-9010-419.44-10	CITY MAIL EQUIPMENT LEASE	362.71
				$924.00
PRIME STRATEGIES CALIFORNIA, LLC	000046	111-0210-413.56-41	CONSULTING SRVC-SEP 2021	10,000.00
	000047	111-0210-413.56-41	CONSULTING SRVC-OCT 2021	10,000.00
				$20,000.00
PRO FORCE LAW ENFORCEMENT	466137	225-7120-421.74-10	TASERS	8,888.66
				$8,888.66
PTM DOCUMENT SYSTEMS, INC	0080512	111-3010-415.61-20	PAYROLL & TAX FORMS	506.13
				$506.13
PURCHASE POWER	11/14/2021	111-9010-419.53-20	POSTAGE REFILL CHARGES	2,226.04
				$2,226.04
QDOXS	IN39865	111-8020-431.43-05	PW COPIER 11/18-12/17/21	21.90
	IN39865	285-8050-432.43-05	PW COPIER 11/18-12/17/21	21.90
	IN39865	681-8030-461.43-05	PW COPIER 11/18-12/17/21	21.90
				$65.70
REFRIGERATION SUPPLIES DISTRIBUTOR	1563636-00	111-8022-419.43-10	FUSES & HARDWARE FOR A/C	607.60
	1563636-01	111-8022-419.43-10	FUSES FOR THE A/C	52.56
				$660.16

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ROADLINE PRODUCTS INC	16835	221-8012-429.61-20	RED PAINT FOR CURBS	4,971.56
				$4,971.56
ROBERT PIXTON PLUMBING	1142021	535-8090-452.43-20	BACKFLOW TESTING	1,852.00
				$1,852.00
ROGERS POULTRY CO	223194B	111-6010-466.55-55	FOOD DISTRUBUTION ITEMS	846.31
				$846.31
SAFETY KLEEN	87434046	741-8060-431.43-20	AQUEOUS BRAKE CLEANER	511.37
	87605870	741-8060-431.43-20	AQUEOUS WASHER SOLUTIONS	274.00
				$785.37
SOUTHERN CALIFORNIA EDISON	10/3/21-11/1/21	111-8010-415.62-10	ELECTRICITY-VARIOUS LOTS	282.70
	9/16-10/17/21	111-8020-431.62-10	ELECTRICITY-6900 BISSELL	1,816.25
	10/5-11/2/21	535-8016-431.62-10	ELECTRICITY-6621 WILSON AVE	44.67
				$2,143.62
SPARKLETTS	19438227 111721	111-7010-421.56-41	PD WATER DELIVERY	691.26
				$691.26
ST FRANCIS, LLC.	16610200	221-8014-429.56-41	TRAFFIC SIGNAL MAINT- OCT 2021	5,683.00
	16610201	221-8014-429.56-41	TRAFFIC SIGNAL MAINT-OCT 2021	383.94
	16610202	221-8014-429.56-41	RANDOLPH & SEVILLE REPAIR	7,500.00
				$13,566.94
STACY MEDICAL CENTER	3160-44899	111-7022-421.56-15	PRE-BOOKING EXAM/CUSTODY	545.00
				$545.00
STETSON ENGINEERS INC.	2740-05-006	681-8030-461.56-41	RISK/RESILIENCE ASSESSMENT	6,765.00
				$6,765.00
SUPERION, LLC	336290	111-7010-421.74-10	PUBLIC SAFETY SUITE PRO	46,793.51
	336666	111-9010-419.33-10	TRANSACTIONS-OCT 2021	258.15
	337313	111-9010-419.43-15	FINANCIAL SYSTEM-OCT 2021	12,888.20
				$59,939.86
T-MOBILE USA	9/6-10/20/21	111-0110-411.53-10	COUNCIL WIRELESS PHONES	259.80
	9/6-10/20/21	111-0210-413.53-10	ADMIN WIRELESS PHONES	745.85
	9/6-10/20/21	111-3010-415.53-10	FINANCE WIRELESS PHONE	39.10
				$1,044.75
TALIA CORTEZ	HP020026817	111-0000-351.10-10	PARKING CITATION REFUND	60.00
	HP120005277	111-0000-351.10-10	PARKING CITATION REFUND	51.00
				$111.00
TANDRA YBARRA	76429	111-0000-347.20-00	SPORTS CLASS REFUND	65.00
				$65.00
TANIA MARIE LOZENSKY	HP030037120	111-0000-351.10-10	PARKING CITATION REFUND	110.00
				$110.00
THE GAS COMPANY	10/8/21-11/9/21	111-7024-421.62-10	CITY GAS SERVICE	331.02
	10/8/21-11/9/21	111-8020-431.62-10	CITY GAS SERVICE	96.21
	10/8/21-11/9/21	111-8022-419.62-10	CITY GAS SERVICE	795.08
	10/8/21-11/9/21	111-8023-451.62-10	CITY GAS SERVICE	161.00
				$1,383.31

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
THORSON MOTOR CENTER	423800	741-8060-431.43-20	DISTRIBUTOR & GASKET #184	728.59
	424082	741-8060-431.43-20	FRONT BRAKES FOR PD#952	94.57
	424651	741-8060-431.43-20	PARTS FOR PD #952	502.83
	425006	741-8060-431.43-20	FUEL PUMP RELAY PD#952	72.86
	425165	741-8060-431.43-20	FRONT & REAR DR SPEAKERS	298.67
	425166	741-8060-431.43-20	CRANK BOLT FOR #184	3.31
	426419	741-8060-431.43-20	EMISSION VALVES FOR PD277	170.51
	426424	741-8060-431.43-20	OIL LEVEL SENSOR FOR #184	48.77
	CM424082	741-8060-431.43-20	CREDIT FOR CUSHION	-82.36
				$1,837.75
TRI-TECH FORENSICS INC	566559	111-7040-421.61-33	EVIDENCE SUPPLIES	488.50
				$488.50
U.S. ARMOR CORPORATION	35357	111-7022-421.61-24	PD BULLETPROOF VESTS	697.26
				$697.26
ULINE	140355241	741-8060-431.43-20	MAGNETIC STEEK DRY ERASER	346.67
				$346.67
UNDERGROUND SERVICE ALERT OF SO CAL	1020210126	221-8014-429.56-41	UNDERGROUND DIG ALERTS	186.55
	DSB20205273	221-8014-429.56-41	CA STATE REGULATORY FEE	104.51
				$291.06
VALLEY ALARM	1023672	111-8020-431.56-41	ALARM SRVCS-OCT 2021	665.34
	1023672	111-8022-419.56-41	ALARM SRVCS-OCT 2021	665.33
	1028568	111-8023-451.43-10	SECURITY-FREEDOM PARK	1,524.00
	1028569	111-8023-451.43-10	SECURITY-MUNICIPAL PARK	1,023.00
	1028570	111-8023-451.43-10	SECURITY-RAUL PARK	1,764.00
	1028572	111-8023-451.43-10	SECURITY-PARKS&REC	2,827.00
	1028573	111-8023-451.43-10	SECURITY-COMMUNITY CENTER	1,698.00
	1023672	111-8023-451.56-41	ALARM SRVCS-OCT 2021	715.28
				$10,881.95
VANESSA F. VELASQUEZ	22955-9218	681-0000-228.70-00	CREDIT BALANCE REFUND	73.46
				$73.46
VICENTE GASPAR	HP030038417	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				$55.00
VISION SERVICE PLAN-CA	813512681	111-0000-217.50-30	VISION PREMIUM-NOV 2021	3,570.84
	813512691	111-0000-217.50-30	RETIREE VISION-NOV 2021	126.92
	813738087	111-0000-217.50-30	VISION PREMIUM-DEC 2021	3,638.10
	813738095	111-0000-217.50-30	RETIREE VISION-DEC 2021	126.92
				$7,462.78
VORTEX USA INC	49698-1	111-8023-451.61-20	SUPPLIES SPLASH PAD	7,183.49
				$7,183.49
VULCAN MATERIALS COMPANY	73120882	221-8010-431.61-21	ASPHALT POT HOLE REPAIRS	168.88
				$168.88
WALTERS WHOLESALE ELECTRIC COMPANY	S119354783.001	535-8016-431.61-45	SYLVANIA HIGH LAMPS	1,665.63
	S119362091.001	535-8016-431.61-45	PHILLIPS LIGHTING BULB	290.92
				$1,956.55

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WATER REPLENISHMENT DISTRICT OF	2378	681-8030-461.41-00	GROUNDWATER-SEPT 2021	104,012.06
				$104,012.06
WEST GOVERNMENT SERVICES	845375485	111-7030-421.56-41	INFORMATION RETRIEVAL SRV	71.59
				$71.59
WESTCHESTER MEDICAL GROUP	CH139-9489	111-2030-413.56-41	PRE-PLACEMENT APPLICANT	200.00
				$200.00
WESTERN EXTERMINATOR COMPANY	23568C	111-7024-421.56-41	EXTERMINATOR-OCT 2021	54.50
	23568C	111-8020-431.56-41	EXTERMINATOR-OCT 2021	69.50
	23568C	111-8022-419.56-41	EXTERMINATOR-OCT 2021	50.10
	23568C	111-8023-451.56-41	EXTERMINATOR-OCT 2021	93.50
	23568C	535-8090-452.56-60	EXTERMINATOR-OCT 2021	140.50
				$408.10
WEX BANK	75663636	741-8060-431.62-30	ACCT #0496004927455	618.26
				$618.26
XEROX FINANCIAL SERVICES	2890163	111-8020-431.43-05	PD COPIER 8/17/21-9/16/21	59.98
	2890163	285-8050-432.43-05	PD COPIER 8/17/21-9/16/21	59.99
	2890163	681-8030-461.43-05	PD COPIER 8/17/21-9/16/21	59.99
				$179.96
XPRESS WASH INC	14038	741-8060-431.43-20	CAR WASH-SEPT 2021	1,485.00
	14039	741-8060-431.43-20	CAR WASH-OCT 2021	1,221.00
				$2,706.00
YONG K CHUNG	13353-25240	681-0000-228.70-00	WATER DEPOSIT REFUND	50.00
				$50.00
				$1,118,163.09

ITEM NO. 4

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 7, 2021

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

Dear Mayor and Members of the City Council:

APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2019-07 WATER MAIN REPLACEMENT PROJECT FY 2019-20

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve acceptance of work performed by Stephen Doreck Equipment Rentals for the construction of CIP 2019-07 Water Main Replacement Project FY 2019-20;

2. Authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and

3. Release the 5% retention in the amount of $152,332.02 to Stephen Doreck Equipment Rentals, 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the December 1, 2020 City Council meeting, the City Council awarded the construction contract to Stephen Doreck Equipment Rentals (contractor). The project consisted of the replacement and upgrades of the City's water mainlines of the following two street segments:

Street Name	Beginning Location	Ending Location
Hill Street	State Street	Salt Lake Avenue
Cudahy Street	State Street	Salt Lake Avenue

The Project has been deemed substantially completed in accordance with the improvement plans and contract specifications. There are no unresolved stop notices or outstanding construction claims against the contractor. Staff recommends accepting the project as substantially complete and releasing the final retention payment within the prescribed timeline.

LEGAL AND PROGRAM REQUIREMENTS

It is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the "Notice of Completion" (Attachment 1) with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

FISCAL IMPACT/FINANCING

At the December 1, 2020 City Council meeting, the contractor was awarded the construction contract for a not-to-exceed amount of $2,938,491. The City Council authorized 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 for the construction phase of the project. Staff requested an appropriation of an additional 5% construction contingency ($146,925) payable from the Water Fund from Account No. 681-8030-461.76-14. The project was completed within the prescribed budget.

The contractor's final retention payment in the amount of $152,332.02 (Attachment 2) may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded.

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. Notice of Completion
B. Retention Invoice

ATTACHMENT "A"

(NO FEE PURSUANT TO GOVT. CODE SECT. 6103)

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office
Attn: City Clerk
(Name)

6550 MILES AVE.
(Street Address)

HUNTINGTON PARK, CA 90255-4393
(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is: **City of Huntington Park**
3. The full address of the owner is: **6550 Miles Avenue, Huntington Park, CA 90255-4393**
4. The nature of the interest or estate is: **Water Main Replacement Project**
   (If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")
5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

   NAMES ADDRESSES

6. A work of improvement on the property hereinafter described was completed on **December 7, 2021**
   (Date)
   The work done was: **Replacement and upgrades of the City's water mainlines on Hill Street and Cudahy Street**
7. The name of the contractor, if any, for such work of improvement is:

   Stephen Doreck Equipment Rentals **December 1, 2020**
   (If no Contractor for work of improvement, insert "none") (Date of Contract)

8. The street address of said property is: **Hill Street and Cudahy Street between State Street and Salt Lake Avenue**
9. The property on which said work of improvement was completed is in the City of Huntington Park, County of Los Angeles, State of California.

Ricardo Reyes, City Manager Date
City of Huntington Park

VERIFICATION

I have read the foregoing Notice of Completion and know its content. I am the Acting City Clerk of the City of Huntington Park and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct and was duly and regularly ordered to be recorded in the Office of the Los Angeles County Registrar-Recorder/County Clerk.

Eduardo Sarmiento, City Clerk Date
City of Huntington Park

ATTACHMENT “B”

STEPHEN DORECK EQUIPMENT RENTALS, INC.
GENERAL ENGINEERNG CONTRACTOR ~ LICENSE # A665471
9075 E. TELEGRAPH ROAD
PICO RIVERA, CA
TEL (562) 949-4949 ~ FAX (562) 261-5038 ~ CELL (562) 733-8821
steve@doreckconstruction.com

INVOICE

BILL TO: **City of Huntington Park**
6650 Miles Avenue
Huntington Park, CA 90255

ATTN: **Cesar Roldan**

INVOICE #: 2020-16-10
INVOICE DATE: 11/30/2021
BILLING #: 10 - Retention
SDE JOB #: 2020-16
TERMS: 30
PROJECT MANAGER: PV

Description

PROJECT: Water Main Replacement Project
FY 20-21; CIP No. 2019-07

Contract Summary		
Original Contract Amount	$	2,938,491.00
Change Order/Extra Work	$	175,818.24
TOTAL CONTRACT AMOUNT	$	3,114,309.24

Total to Date Summary		
Total Amount Earned To Date	$	3,046,640.38
Less Previously Billed Amounts	$	2,894,308.36
Total Amount Due	**$**	**152,332.02**

TOTAL AMOUNT DUE THIS INVOICE **$ 152,332.02**

MAKE CHECKS PAYABLE TO : STEPHEN DORECK EQUIPMENT RENTALS, INC.

THANK YOU

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **City of Huntington Park**
6650 Miles Avenue
Huntington Park, CA 90255

FROM: **Stephen Doreck Equipment Rentals, Inc.**
9075 Telegraph Road
Pico Rivera, CA 90660

PROJECT: **Water Main Replacement Project**
FY 20-21 CIP No. 2019-07
#REF!

APPLICATION NO: **10**
INVOICE NO: **2020-16-010**
INVOICE DATE: 11/30/2021
PERIOD TO: 11/30/2021

DISTRIBUTION TO:
INSPECTOR
PROJECT COORDINATOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Contractor		ADDITIONS	DEDUCTIONS
	TOTAL	$175,818.24	$0.00
Approved this Month			
Number	Date Approved		
1			$0.00
2			$0.00
3			
4			
5			
6			
	TOTALS	$0.00	$0.00
Net Change by Change Orders		$175,818.24	$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from GSWC, and that current payment shown herein is now due.

CONTRACTOR: Stephen Doreck Equipment Rentals, Inc.

By: _____ Date: 11/30/21

Pablo Viramontes, Project Manager

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet,Schedule Values by Item, is attached.

1. ORIGINAL CONTRACT SUM		**$2,938,491.00**
2. Net change by Change Orders		**$175,818.24**
3. CONTRACT SUM TO DATE (Line 1+/- 2)		**$3,114,309.24**
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		**$3,046,640.38**
5. RETAINAGE:		
a. 5% of Completed Work	**$0.00**	
b. 0% of Stored Material	**$0.00**	
Total Retainage		**$0.00**
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		**$3,046,640.38**
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		**$2,894,308.36**
8. CURRENT PAYMENT DUE		**$152,332.02**
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		**$67,668.86**

Approvals:

Approved For Payment

Date:	**Date:**	**Date:**

CONTINUATION SHEET

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

APPLICATION AND CERTIFICATION FOR PAYMENT
Contractor's signed certification is attached.

APPLICATION NO: 10
INVOICE NO: 2020-16-010
INVOICE DATE: 11/30/21
PERIOD TO: 11/30/21

Water Main Replacement Project
FY 20-21 CIP No. 2019-07

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	SCHEDULED VALUE	BID PRICE	WORK COMPLETED				TOTAL UNITS COMPLETED TO DATE	TOTAL COMPLETED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
						UNITS FROM PREVIOUS APPLICATION	AMOUNT FROM PREVIOUS APPLICATION	UNITS THIS PERIOD	AMOUNT THIS PERIOD					
					(D*E)				(E*I)	(G+I)	(H+J)	(L/F)	(F-L)	(L*5%)
1	Mobilization / demobilization (Not to exceed 3% of total of all other prime contract bid items)	LS	1	$ 87,950.00	$ 87,950.00	100%	$ 87,950.00	0%	$ -	100%	$ 87,950.00	100.00%	$ -	$ -
2	Traffic control	LS	1	$ 10,800.00	$ 10,800.00	100%	$ 10,800.00	0%	$ -	100%	$ 10,800.00	100.00%	$ -	$ -
3	Cold mill existing asphalt concrete pavement (1" deep)	SF	143,270	$ 0.20	$ 28,654.00	131,750	$ 26,350.00	0	$ -	131,750	$ 26,350.00	91.96%	$ 2,304.00	$ -
4	Cold mill existing asphalt concrete pavement (2" deep)	SF	139,620	$ 0.35	$ 48,867.00	126,765	$ 44,367.75	0	$ -	126,765	$ 44,367.75	90.79%	$ 4,499.25	$ -
5	Remove and construct concrete sidewalk	SF	1,590	$ 12.00	$ 19,080.00	2,234	$ 26,808.00	0	$ -	2,234	$ 26,808.00	140.50%	$ (7,728.00)	$ -
6	Remove and construct concrete driveway approach	SF	15	$ 100.00	$ 1,500.00	184	$ 18,400.00	0	$ -	184	$ 18,400.00	1226.67%	$ (16,900.00)	$ -
7	Remove and construct existing concrete cross gutter	SF	250	$ 50.00	$ 12,500.00	926	$ 46,300.00	0	$ -	926	$ 46,300.00	370.40%	$ (33,800.00)	$ -
8	Remove and construct concrete local depression	SF	45	$ 85.00	$ 3,825.00	0	$ -	0	$ -	0	$ -	0.00%	$ 3,825.00	$ -
9	Remove and construct concrete curb type A2-6 (150) and gutter	LF	1,410	$ 66.00	$ 93,060.00	1,010	$ 66,660.00	0	$ -	1,010	$ 66,660.00	71.63%	$ 26,400.00	$ -
10	Remove and construct concrete curb ramp - Plans 20	EA	18	$ 5,300.00	$ 95,400.00	18	$ 95,400.00	0	$ -	18	$ 95,400.00	100.00%	$ -	$ -
11	Remove and construct existing AC speed bump	EA	10	$ 2,760.00	$ 27,600.00	14	$ 38,640.00	0	$ -	14	$ 38,640.00	140.00%	$ (11,040.00)	$ -
12	Remove and install new post for sign	EA	3	$ 350.00	$ 1,050.00	3	$ 1,050.00	0	$ -	3	$ 1,050.00	100.00%	$ -	$ -
13	Remove and relocate existing post and salvage signs	EA	2	$ 350.00	$ 700.00	2	$ 700.00	0	$ -	2	$ 700.00	100.00%	$ -	$ -
14	Prune tree roots and install root barriers - Plans 31	EA	18	$ 420.00	$ 6,720.00	18	$ 7,560.00	0	$ -	18	$ 7,560.00	112.50%	$ (840.00)	$ -
15	Provide and place 6" crushed miscellaneous base (CMB)	TON	105	$ 10.00	$ 1,050.00	0	$ -	0	$ -	0	$ -	0.00%	$ 1,050.00	$ -
16	Construct 1" thick AC leveling course	TON	845	$ 90.00	$ 76,050.00	758	$ 68,220.00	0	$ -	758.00	$ 68,220.00	89.70%	$ 7,830.00	$ -
17	Construct 1" thick ARHM overlay	TON	55	$ 95.00	$ 5,225.00	0	$ -	0	$ -	0.00	$ -	0.00%	$ 5,225.00	$ -
18	Construct variable thickness ARHM overlay (1" to 2" thick)	TON	2,490	$ 95.00	$ 236,550.00	2,273	$ 215,935.00	0	$ -	2,273.00	$ 215,935.00	91.29%	$ 20,615.00	$ -
19	Adjust existing storm drain / sewer / utility manhole frame and cover to finished grade	EA	29	$ 725.00	$ 21,025.00	29	$ 21,025.00	0	$ -	29	$ 21,025.00	100.00%	$ -	$ -
20	Adjust existing water valve can and cover to finished grade	EA	3	$ 500.00	$ 1,500.00	3	$ 1,500.00	0	$ -	3	$ 1,500.00	100.00%	$ -	$ -
21	Adjust water meter box and cover to finished grade	EA	1	$ 300.00	$ 300.00	1	$ 300.00	0	$ -	1	$ 300.00	100.00%	$ -	$ -
22	Adjust existing utility pull box and cover to finished grade	EA	2	$ 1,000.00	$ 2,000.00	2	$ 2,000.00	0	$ -	2	$ 2,000.00	100.00%	$ -	$ -
23	Relocate existing utility pull box and cover	EA	4	$ 3,500.00	$ 14,000.00	0	$ -	0	$ -	0	$ -	0.00%	$ 14,000.00	$ -
24	Traffic signing, striping, markings and curb painting	LS	1	$ 25,000.00	$ 25,000.00	100%	$ 25,000.00	0%	$ -	100%	$ 25,000.00	100.00%	$ -	$ -
25	Provide erosion control and BMP's	LS	1	$ 9,500.00	$ 9,500.00	100%	$ 9,500.00	0%	$ -	100%	$ 9,500.00	100.00%	$ -	$ -
26	Construction survey, staking, re-establish survey monument and centerline ties	LS	1	$ 21,600.00	$ 21,600.00	100%	$ 21,600.00	0%	$ -	100%	$ 21,600.00	100.00%	$ -	$ -
27	Construct 8" PVC C-900 water main	LF	9,655	$ 115.00	$ 1,110,325.00	9,773	$ 1,123,895.00	0	$ -	9,773	$ 1,123,895.00	101.22%	$ (13,570.00)	$ -
28	Construct 10" PVC C-900 water main	LF	60	$ 150.00	$ 9,000.00	0	$ -	0	$ -	0	$ -	0.00%	$ 9,000.00	$ -
29	Encase water line	EA	145	$ 150.00	$ 21,750.00	55	$ 8,250.00	0	$ -	55	$ 8,250.00	37.93%	$ 13,500.00	$ -
30	Construct new 6" DI resilient wedge valve	EA	31	$ 965.00	$ 29,915.00	32	$ 30,880.00	0	$ -	32	$ 30,880.00	103.23%	$ (965.00)	$ -
31	Construct new 8" DI resilient wedge valve	EA	18	$ 1,330.00	$ 23,940.00	28	$ 37,240.00	0	$ -	28	$ 37,240.00	155.56%	$ (13,300.00)	$ -
32	Construct new 10" DI resilient wedge valve	EA	1	$ 2,100.00	$ 2,100.00	1	$ 2,100.00	0	$ -	1	$ 2,100.00	100.00%	$ -	$ -
33	Remove existing water meter box and service line and construct new 1" water service line, install new water and meter box (provided by City)	EA	340	$ 1,385.00	$ 470,900.00	341	$ 472,285.00	0	$ -	341	$ 472,285.00	100.29%	$ (1,385.00)	$ -
34	Remove existing water meter box and service line and construct new 2" water service line, install new water and meter box (provided by City)	EA	8	$ 5,450.00	$ 43,600.00	9	$ 49,050.00	0	$ -	9	$ 49,050.00	112.50%	$ (5,450.00)	$ -
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	14	$ 137,340.00	0	$ -	14	$ 137,340.00	107.69%	$ (9,810.00)	$ -
36	Construct new fire hydrant assembly and service line	EA	18	$ 9,100.00	$ 163,800.00	18	$ 163,800.00	0	$ -	18	$ 163,800.00	100.00%	$ -	$ -
37	Abandon and slurry fill existing line and appurtenances	LS	1	$ 5,500.00	$ 5,500.00	100%	$ 5,500.00	0%	$ -	100%	$ 5,500.00	100.00%	$ -	$ -
38	Construct cured-in-place (CIPP) lining of 8" sewer pipe	LF	1,370	$ 50.00	$ 68,500.00	0	$ -	0	$ -	0	$ -	0.00%	$ 68,500.00	$ -
39	Remove and construct 8" VCP sewer main (Open trench)	LF	25	$ 405.00	$ 10,125.00	0	$ -	0	$ -	0	$ -	0.00%	$ 10,125.00	$ -

CONTINUATION SHEET

City of Huntington Park
6650 Miles Avenue
Huntington Park, CA 90255

APPLICATION AND CERTIFICATION FOR PAYMENT
Contractor's signed certification is attached.

APPLICATION NO: 10
INVOICE NO: 2020-16-010
INVOICE DATE: 11/30/21
PERIOD TO: 11/30/21

Water Main Replacement Project
FY 20-21 CIP No. 2019-07

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITEM NO.	DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	SCHEDULED VALUE	BID PRICE	WORK COMPLETED				TOTAL UNITS COMPLETED TO DATE	TOTAL COMPLETED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
						UNITS FROM PREVIOUS APPLICATION	AMOUNT FROM PREVIOUS APPLICATION	UNITS THIS PERIOD	AMOUNT THIS PERIOD					
					(D*E)				(E*I)	(G+I)	(H+J)	(L/F)	(F-L)	(L*5%)
40	CO#1 - Florence and Walnut Traffic Control	LS	1	$ 5,285.00	$ 5,285.00	1	$ 5,285.00	0	$ -	1	$ 5,285.00	100.00%	$ -	$ -
41	CO#2 - Provide and Install 4TT Boxes	EA	50	$ 401.49	$ 20,074.50	61	$ 24,490.89	0	$ -	61	$ 24,490.89	122.00%	$ (4,416.39)	$ -
42	CO#3 - Relocate Fire Hydrant - 3717 Hill Street	LS	1	$ 2,593.74	$ 2,593.74	1	$ 2,593.74	0	$ -	1	$ 2,593.74	100.00%	$ -	$ -
43	CO#4 - California Valve Replacements	LS	1	$ 19,750.00	$ 19,750.00	1	$ 19,750.00	0	$ -	1	$ 19,750.00	100.00%	$ -	$ -
44	CO#5 - FH Offsets - 3262 Cudahy and 3328 Cudahy	LF	2	$ 3,675.00	$ 7,350.00	2	$ 7,350.00	0	$ -	2	$ 7,350.00	100.00%	$ -	$ -
45	CO#6 - Revised Sewer Scope of Work	LF	1	$ 57,030.00	$ 57,030.00	1	$ 57,030.00	0	$ -	1	$ 57,030.00	100.00%	$ -	$ -
46	CO#7 - Additional Days - Walnut Street	LS	0	$ -	$ -	0	$ -	0	$ -	0	$ -	#DIV/0!	$ -	$ -
47	CO#8 - Snakepit Tracer Wire Boxes	EA	32	$ 110.00	$ 3,520.00	32	$ 3,520.00	0	$ -	32	$ 3,520.00	100.00%	$ -	$ -
48	CO#9 - Revised Utility Box Relocation Quantities	LS	1	$ 9,760.00	$ 9,760.00	1	$ 9,760.00	0	$ -	1	$ 9,760.00	100.00%	$ -	$ -
49	CO#10 - FH Offsets - 3370 Cudahy and 3412 Cudahy	LF	2	$ 3,675.00	$ 7,350.00	2	$ 7,350.00	0	$ -	2	$ 7,350.00	100.00%	$ -	$ -
50	CO#11 - Abandon Existing Tee At Walnut	LS	1	$ 7,065.00	$ 7,065.00	1	$ 7,065.00	0	$ -	1	$ 7,065.00	100.00%	$ -	$ -
51	CO#12 - Install Layout and install "T" Parking Stalls	LS	1	$ 36,040.00	$ 36,040.00	1	$ 36,040.00	0	$ -	1	$ 36,040.00	100.00%	$ -	$ -
	GRAND TOTALS				**$ 3,114,309.24**		**$ 3,046,640.38**		**$ -**		**$ 3,046,640.38**		**$ 67,668.86**	**$ -**

ITEM NO. 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 7, 2021

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 PLANS, SPECIFICATIONS & ENGINEER'S ESTIMATE FOR CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21 AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);

2. Approve CIP 2020-01 SB1 Street Enhancement Project 100% completion of plans, specifications and engineer's estimate (PS&E); and

3. Authorize staff to proceed with bid advertisement for construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the April 21, 2020 City Council meeting, a list of streets eligible for resurfacing under Senate Bill 1, the Road Repair and Accountability Act of 2017, were presented to the City Council for approval. At the regularly scheduled City Council meeting of September 1, 2020, City staff was given the directive to publish a Request for Proposals (RFP) for the design of CIP 2020-01 SB1 Street Enhancement Project FY 2020-21 (Project). At the November 17, 2020 City Council meeting, the City Council awarded the design and construction management proposal to Infrastructure Engineers.

The following street segments were designed:

Street Name	Beginning Location	Ending Location
Malabar Street	Zoe Avenue	Gage Avenue
Gentry Street	Gage Avenue	Clarendon Avenue
Otis Street	Santa Ana Street	Salt Lake Avenue
Marbrisa Avenue	Florence Avenue	Mortimer Avenue

Cedar Street	Florence Avenue	Saturn Avenue
Regent Street	760' N/O Gage Avenue	Zoe Avenue

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

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

NIB issued and posted:	December 17, 2021
Bid submittal due date:	January 19, 2022
Tentative City Council Award date:	February 1, 2022

LEGAL REQUIREMENT

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

ENVIRONMENTAL IMPACT

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

FISCAL IMPACT/FINANCING

Approval of this action will allow staff to proceed with bidding of this capital project, with an estimated construction cost of $1.5 million, which includes a 10% construction contingency. The Road Repair and Accountability Act of 2017 (SB1 Beall) provides for allocations of various funds to state and local agencies for transportation purposes. Among those funds are formula-based allocations from the Road Maintenance and Rehabilitation Account (RMRA). In order to receive RMRA funds, cities and counties must meet a "maintenance of effort" (MOE) requirement to ensure that these new roads funds do not supplant existing levels of general revenue spending on streets and roads. The MOE requirement is for a minimum amount of spending of discretionary revenues on streets and roads. CIP, maintenance and operation expenditures if for streets and raids all qualify if funding is from discretionary general fund. The City's required local MOE amount is $1,137,529.

Actual construction costs are not known until bids are received. The exact amounts will be provided at a future council meeting once construction bids are received and thoroughly vetted.

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. CIP 2020-01 SB1 Street Enhancement Project - Plans
B. CIP 2020-01 SB1 Street Enhancement Project - Specifications

ATTACHMENT "A"

City of Huntington Park

Public Works and Engineering Department

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21
MARBRISA AVENUE FROM FLORENCE AVENUE TO MORTIMER AVENUE
OTIS STREET FROM SANTA ANA STREET TO SALT LAKE AVENUE
CEDAR AVENUE FROM FLORENCE AVENUE TO SATURN AVENUE
GENTRY STREET FROM GAGE AVENUE TO CLARENDON AVENUE
MALABAR STREET FROM ZOE AVENUE TO GAGE AVENUE
REGENT STREET FROM ZOE AVENUE TO CUL-DE-SAC
CIP NO. 2020-01

LOCATION MAP
NOT TO SCALE

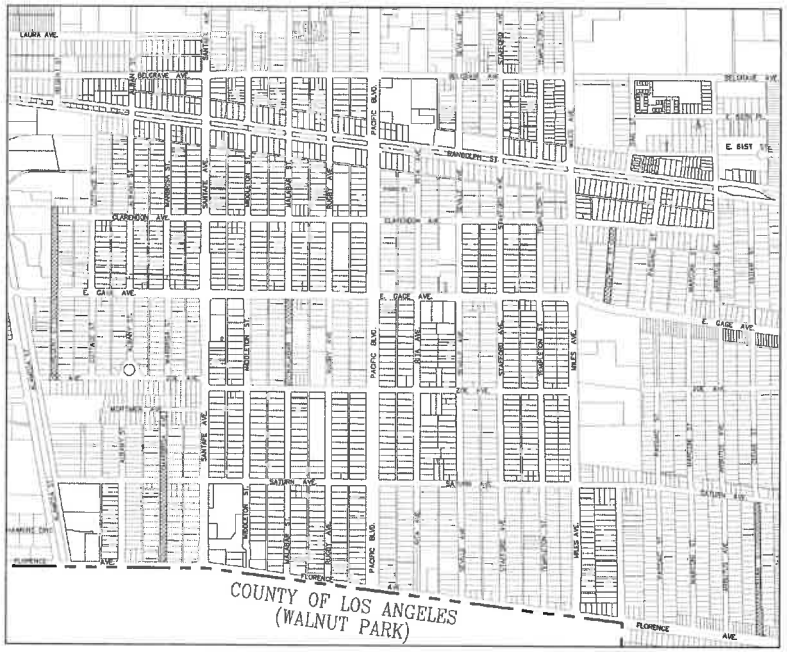
INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION
CIVIL ENGINEERING	
C-1	TITLE SHEET
C-2	GENERAL NOTES, LEGEND AND ABBREVIATIONS
C-3	WATER IMPROVEMENT STANDARD PLANS AND DETAILS
C-4	WATER IMPROVEMENT PLAN
C-5	CIPP SEWER LINING PLAN, STREET IMPROVEMENT TYPICAL SECTIONS AND DETAILS
C-6 TO C-7	STREET IMPROVEMENT TYPICAL SECTIONS
C-8 TO C-10	STREET IMPROVEMENT PLANS
C-11 AND C-12	TRAFFIC STRIPING AND MARKINGS PLANS
C-13	TRAFFIC STRIPING AND MARKINGS PLAN AND DETAILS

TOTAL SHEETS = 13

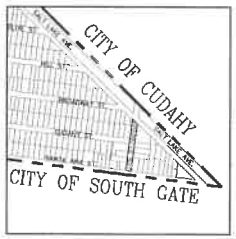
PROJECT UTILITY CONTACTS:

AIRTOUCH CELLULAR JOHN CROSSE	714-751-5251 vzwresearch@cobleeng.com
AT&T TRANSMISSION MARIA GUZMAN	213-787-9996 mg1371@att.com
AT&T JOSEPH FORKERT	510-845-2929 joe@forkertengineering.com
CALIFORNIA WATER SERVICE PHILIP DELGADO	323-491-5715 pdelgado@calwater.com
CHEVRON DAVE ZERKER JASON DOWNS	310-668-4021 310-668-4014 jasondowns@chevron.com
CITY OF HUNTINGTON PARK DEPARTMENT OF PUBLIC WORKS	323-582-6161
CITY OF VERNON MICHAEL DEFRANK	323-583-8811
CROWN CASTLE – LA & VEN REBECCA CALDWELL	888-632-0931 fiber.dig@crowncastle.com
CENTRAL BASIN MWD JACQUE KOONTZ	323-201-5528 jacquek@centralbasin.org
GOLDEN STATE WATER MELYNDA HOLM	mholm@gswater.com
LOS ANGELES COUNTY METRO TODD HUYNH	310-468-1817 todd.huynh@metro.net
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS MAHDAD DERAKHSHANI	626-458-7136 mderakse@dpw.lacounty.gov
LOS ANGELES COUNTY SANITATION DISTRICT CHRISTINE CURCA	562-908-4288 EXT 1205 engineeringcounter@lacsd.org
LOS ANGELES DEPARTMENT OF WATER & POWER UNDERGROUND STRUCTURE	213-367-2659
LEVEL 3 COMMUNICATIONS AREA REPRESENTATIVE	877-366-8344 relo@centurylink.com
METROPOLITAN WATER DISTRICT SUBSTRUCTURES TEAM	213-728-2371
MOBILITE, LLC GIS	470-240-3250 gis@mobilite.com
SOCAL GAS – HUNTINGTON PARK LUIS RAMIREZ	310-687-2090 lramirez5@semprautilities.com
SOCAL GAS – DISTRIBUTION JOEL CANIZALEZ	818-701-3448 northwestdistributionutilityrequest@semprautilities.com
SOCAL GAS – OLYMPIC TRANSMISSION	818-701-4546 socalgastransmissionutilityrequest@semprautilities.com
SOUTHERN CALIFORNIA EDISON REGINA GONZALES	323-720-5288 und@sce.com
SPECTRUM REY LOPEZ	626-430-3546
SPRINT TIBOR LAKY	800-639-9898 tibor.x.laky@sprint.com
TORRANCE LOGISTICS CO/PBF ENERGY ADRIANE SIMON	714-880-1635 adriane.simon@pbfenergy.com
ZAYO FNA ABOVENET GEORGE HUSS	443-403-2023 george.huss@zayo.com



LEGEND:
PROJECT LOCATION
CITY LIMIT

VICINITY MAP
NOT TO SCALE



TO: PAGE 674, 675 & 705
GRIDS A1,A5-A7,C2,
H5-H7,J5 & J7

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY INFRASTRUCTURE ENGINEERS USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. OWNERS OF KNOWN UTILITIES AND OTHER STRUCTURES IN THE STREET RIGHT OF WAY HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, INFRASTRUCTURE ENGINEERS AND CITY OF HUNTINGTON PARK ARE NOT RESPONSIBLE FOR THE TOTAL ACCURACY AND/OR CORRECTNESS OF THE SHOWN INFORMATION. THE CONTRACTOR BY SIGNING THE CONSTRUCTION CONTRACT FOR THIS PROJECT ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR THE WORK AND ITS IMPACT ON THE EXISTING FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE TO MAKE HIS/HER OWN INVESTIGATION AND INSPECTION INCLUDING POT-HOLING AND SUCH OTHER METHODS HE/SHE DEEMS NECESSARY TO ALLOW HIM/HER TO PROCEED ON THE CONSTRUCTION OF THIS PROJECT IN COMPLIANCE WITH THE LAWS, ORDINANCES AND REGULATIONS APPLICABLE TO THE PROJECT, INCLUDING STATE SAFETY ORDERS AND PROCEDURES OF USA.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY SURVEYS REQUIRED TO ESTABLISH HORIZONTAL AND VERTICAL CONTROLS PRIOR TO AND DURING CONSTRUCTION, AND TO REPLACE DISTURBED OR COVERED EXISTING STREET SURVEY MONUMENTS.

UNAUTHORIZED CHANGES AND USES:

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

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
3861 Eastern Street, Suite 200
Brea, CA 92821
Tel. (714) 940-0100
Fax. (714) 940-0700
www.infrastructure-engineers.com

DESIGNED BY: A. MOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: M. FARHAMF DATE: 11/17/21

UNDER THE SUPERVISION OF:
No. 64235
Exp. 12/31/21
CIVIL
REGISTERED PROFESSIONAL ENGINEER
YUNUS M. RAHIL
STATE OF CALIFORNIA

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHIL P.E. - CITY ENGINEER — DATE

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

TITLE SHEET

SHEET 1 OF 13 SHEETS

DWG. NO. C-1

6900.32

NOT FOR CONSTRUCTION
SUBMITTAL

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

INFRASTRUCTURE ENGINEERS
01 Huntington Park\6900_32-SB1 St Enhancement Project\Residential Street\C40\Sheets\801-TLS-5801-690032 11/17/2021 4:15:58 PM Shewit Bekahonion

GENERAL NOTES:

1. ALL NOTES STATED HEREIN AND IN ALL THE SHEETS APPLY TO THE PROJECT.
2. ALL WORK, LABOR AND MATERIALS SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (WATERWORKS DISTRICT#1) STANDARDS, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION) AND ITS SUPPLEMENTS, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS (LATEST EDITION), THESE PLANS, THE PROJECT SPECIFICATIONS, AND ALL SAFETY REGULATIONS CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION INCLUDING NPDES REQUIREMENTS.
3. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF HUNTINGTON PARK ON ALL ENCROACHMENT REMOVALS PRIOR TO START OF WORK. THE CITY SHALL BE RESPONSIBLE FOR COORDINATION OF REMOVAL OF ENCROACHMENTS WITH PROPERTY OWNERS. INFORM THE CITY OF ANY POTENTIAL ENCROACHMENTS, FOR THE CITY TO COMMENCE TO ENFORCE THEM.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL DIMENSIONS AS SHOWN ON THE PLANS AND NOTIFY THE CITY ENGINEER OF ANY DISCREPANCIES.
5. PRIOR TO START OF ANY WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE ENGINEER A COMPREHENSIVE CONSTRUCTION PHASING PLAN THAT MITIGATES IMPACT ON THE ACCESS TO ANY DRIVEWAY AND/OR ON FRONTAGE BUSINESSES.
6. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
7. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD), LATEST EDITION, TO THE SATISFACTION OF THE CITY ENGINEER. TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIMES. TRAFFIC CONTROL PLAN SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO START OF CONSTRUCTION.
8. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLAN. HE/SHE SHALL PROVIDE 24-HOUR NOTICE TO REMOVE, INSTALL, RELOCATE AND MAINTAIN WARNING DEVICES. THE CONTRACTOR SHALL PROVIDE A PHONE NUMBER WHERE THE CONTRACTOR'S SUPERVISOR IN CHARGE OF THIS PROJECT CAN BE REACHED 24 HOURS A DAY, SEVEN DAYS A WEEK.
9. LOCATIONS OF EXISTING SURFACE UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATION. SOME OF THE STREET RECONSTRUCTION WORK WILL BE IN CLOSE PROXIMITY OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOWN ARE APPROXIMATE AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXISTING FACILITIES. APPROVAL OF THESE PLANS BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION TO THE ACCURACY OF THE LOCATION, OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT.
10. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POTHOLE AND LOCATE ALL EXISTING UTILITIES WHICH APPEAR TO BE IN CONFLICT WITH THIS PROJECT, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND SERVICE ALERT (811) 48 HOURS (TWO WORKING DAYS) PRIOR TO START OF CONSTRUCTION.
11. WHENEVER EXISTING SEWER LINES, WATER LINES, GAS MAINS, CULVERTS, OR OTHER PIPES OR STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL USE PROPER CARE IN PRESERVING THE SAME INTACT AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE EXISTING FACILITIES DURING THE PROGRESS OF THE WORK.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE, INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC.
14. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
15. IN SHOWING, UTILITIES INFRASTRUCTURE ENGINEERS HAS PROVIDED INFORMATION RECEIVED FROM THE UTILITIES. IN SOME CASES, SERVICE CONNECTIONS ARE SHOWN. HOWEVER, PLANS FROM UTILITIES MAY NOT HAVE INCLUDED ALL SERVICE CONNECTIONS AND OTHER FEATURES SUCH AS FIRE HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE AND TO PROTECT IN PLACE SUCH FEATURES.
16. INFRASTRUCTURE ENGINEERS HAS NOT OBTAINED PLANS FOR THE UNDERGROUND FACILITIES OF LOOPS, CONDUITS, ETC. NOR HAVE SUCH FACILITIES BEEN FULLY PLOTTED ON THE PLANS. THE CONTRACTOR IS ADVISED TO LOCATE THE TRAFFIC SIGNAL UNDERGROUND FACILITIES BEFORE EXCAVATION OF THE TRENCH AND PROTECT IN PLACE. CONTRACTOR SHOULD CONTACT THE CITY'S TRAFFIC SIGNAL MAINTENANCE DEPARTMENT AND COORDINATE THE WORK.
17. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AND PROTECT ALL EXISTING FACILITIES AND UTILITIES IN PLACE UNLESS OTHERWISE NOTED.
18. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO ALL ENTRIES/DRIVEWAYS/GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL GIVE COURTEOUS NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/DRIVEWAY/GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
19. AT NO TIME IS ANY BUSINESS OR RESIDENT TO BE WITHOUT ACCESS TO THEIR PROPERTY UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL RAMP OR PLATE DRIVEWAYS AT THE END OF EACH DAY AS REQUIRED.
20. A PERMIT IS REQUIRED FOR ALL WORK ON CITY STREETS. THE CITY WILL ISSUE A "NO FEE" PERMIT TO THE CONTRACTOR. SHOULD THE CONTRACTOR'S OPERATION INVOLVE ANOTHER AGENCY'S JURISDICTION OR INFRASTRUCTURE A PERMIT AND INSPECTION SHOULD BE OBTAINED THEREFOR FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR.

811 — CONTACT CITY BEFORE YOU DIG — SAFE DIGGING PARTNER

21. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS (TWO WORKING DAYS) PRIOR TO STARTING WORK ON THE PROJECT. ALL WORK SHALL BE SUBJECT TO CITY INSPECTION. WORK NOT DONE IN THE PRESENCE OF CITY INSPECTOR IS SUBJECT TO REJECTION.

GENERAL NOTES (CONTINUED):

22. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC RADIATOR OR BATTERY FLUIDS; FERTILIZERS; VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
23. ALL MANHOLES, VALVE BOXES AND SIMILAR APPURTENANT STRUCTURES SHALL BE LEFT BELOW SUBGRADE DURING PAVING AND THE CONTRACTOR SHALL RAISE SAID STRUCTURES TO FINISHED GRADE AFTER PAVING AND MAKE NECESSARY REPAIRS TO PAVEMENT.
24. ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.
25. CONTRACTOR SHALL MAINTAIN DUST CONTROL AND DIRT TRACKING PREVENTION AT ALL TIMES BY SWEEPING PAVED AREAS. DUST FROM EXPOSED UNPAVED AREAS SHALL BE CONTROLLED BY WATERING USING RECLAIMED WATER, IF AVAILABLE. NO WATER USED FOR CONSTRUCTION OR OTHER DEBRIS SHALL ENTER THE STORM DRAIN SYSTEM.
26. THE LAND SURVEYORS ACT, SECTIONS 8771-8775 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAYS CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED, THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE CONTRACTOR'S SURVEYOR AND FILED WITH THE CITY ENGINEER AND THE COUNTY SURVEYOR.
27. ALL NECESSARY MATERIALS & COMPACTION TESTING RELATED TO STREET WORK IS TO BE ARRANGED BY CONTRACTOR USING A TESTING LABORATORY APPROVED BY THE CITY.
28. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMAL INCONVENIENCE TO THE PUBLIC.
29. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS OR OCCUPANTS OF THE PROPOSED IMPROVEMENTS FRONTING THEIR PROPERTY PER SECTION 7-9 OF THE STANDARD SPECIFICATIONS.
30. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
31. CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS BEFORE START OF ANY SPECIFIED CONSTRUCTION.
32. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED OVERNIGHT WITHIN PUBLIC RIGHT-OF-WAY. OFFSITE STREET PARKING IS A PREMIUM IN THE CITY AND THE STORAGE OF EQUIPMENT AND MATERIAL IS NOT PERMITTED IN THE PUBLIC RIGHT-OF-WAY.
33. THE PRIME CONTRACTOR MUST HOLD A VALID CLASS "A" LICENSE ISSUED BY THE STATE OF CALIFORNIA.
34. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES 2 FULL WORKING DAYS PRIOR TO STARTING ANY WORK:

35. CITY ENGINEERING DIVISION	(323) 584-6225
POLICE DEPARTMENT	(323) 584-6254
FIRE DEPARTMENT	(323) 881-2411
PUBLIC TRANSIT	(323) 478-7766

36. AS-BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL OF THE CITY ENGINEER.
37. IN THE EVENT THAT A LOS ANGELES COUNTY SANITATION DISTRICTS MANHOLE IS ENCOUNTERED WITHIN THE PROJECT AREA, THE CONTRACTOR MUST NOTIFY MR. ARTHUR MCCULLOUGH AT (310) 638-1161 FOR ADJUSTMENT OF MANHOLE FRAME AND COVER TO NEW GRADE A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO START OF ANY WORK.
38. CONTRACTOR MUST CONTACT SOUTHERN CALIFORNIA GAS COMPANY – DISTRICT FIELD OPERATIONS SUPERVISOR GARY GARCIA AT (562) 806-4844 TWO WEEKS PRIOR TO ANY CONSTRUCTION NEAR HIGH PRESSURE GAS LINE.

GENERAL STRIPING, MARKING AND SIGNING NOTES:

1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATION (LATEST EDITION).
2. REMOVAL OF ALL CONFLICTING LINE AND MARKINGS SHALL BE BY WET SANDBLASTING. THIS INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
3. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE.
4. CONTRACTOR SHALL REPAINT ALL EXISTING STRIPING AND MARKINGS 100 FEET IN EACH DIRECTION AT ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
5. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.
6. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC UNLESS OTHERWISE INDICATED.
7. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS AND PROPERTY NUMBERS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.

STORM WATER POLLUTION REQUIREMENT:

STORM WATER POLLUTION CONTROL REQUIREMENTS FOR STREET, SEWER AND STORM DRAIN CONSTRUCTION

A. BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES

1. THE FOLLOWING IS INTENDED AS AN ATTACHMENT FOR CONSTRUCTION AND REPRESENTS THE MINIMUM STANDARDS OF GOOD HOUSEKEEPING WHICH MUST BE IMPLEMENTED ON ALL CONSTRUCTION SITES,REGARDLESS OF SIZE.
2. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
3. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
4. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS SHALL NOT BE WASHED INTO THE DRAINAGE SYSTEM.
5. EXCESS OR WASTE CONCRETE SHALL NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
6. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
7. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
8. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

B. THE FOLLOWING BMPS AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICES HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA (LATEST EDITION), MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS).

CA40	EMPLOYEE TRAINING
EC-1	SCHEDULING
EC-2	PRESERVATION OF EXISTING VEGETATION
NS-1	WATER CONSERVATION PRACTICES
NS-3	PAVING OPERATIONS
NS-7	POTABLE WATER/IRRIGATION
NS-8	VEHICLE AND EQUIPMENT CLEANING
NS-9	VEHICLE AND EQUIPMENT FUELING
NS-10	VEHICLE AND EQUIPMENT MAINTENANCE
NS-12	CONCRETE CURING
NS-13	CONCRETE FINISHING
SE-7	STREET SWEEPING AND VACUUMING
SE-8	SAND BAG BARRIER
SE-10	STORM DRAIN INLET PROTECTION
SC-21	VEHICLE AND EQUIPMENT CLEANING
SC-20	VEHICLE AND EQUIPMENT FUELING
SC-22	VEHICLE AND EQUIPMENT REPAIRS
TC-1	STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC-3	ENTRANCE/OUTLET TIREWASH
WE-1	WIND EROSION CONTROL
WM-1	MATERIAL DELIVERY AND STORAGE
WM-2	MATERIAL USE
WM-3	STOCKPILE MANAGEMENT
WM-4	SPILL PREVENTION AND CONTROL
WM-5	SOLID WASTE MANAGEMENT
WM-6	HAZARDOUS WASTE MANAGEMENT
WM-7	CONTAMINATED SOIL MANAGEMENT
WM-8	CONCRETE WASTE MANAGEMENT
WM-9	SANITARY/SEPTIC WASTE MANAGEMENT

LIST OF STANDARD DRAWINGS:

CALTRANS STANDARD PLANS 2018 EDITION:

A20A	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A24B	PAVEMENT MARKINGS ARROWS AND SYMBOLS
A24C	PAVEMENT MARKINGS SYMBOLS AND NUMERALS
A24D	PAVEMENT MARKINGS WORDS
A24E	PAVEMENT MARKINGS WORDS
A24F	PAVEMENT MARKINGS CROSSWALKS
A24G	PAVEMENT MARKINGS YIELD LINES, LIMIT LINES, AND WRONG WAY DETAILS
ES-5A	ELECTRICAL SYSTEMS LOOP DETECTORS
ES-5B	ELECTRICAL SYSTEMS LOOP DETECTORS

SPPWC STANDARD PLANS: (2021 EDITION)

110-2	DRIVEWAY APPROACHES
111-5	CURB RAMP
112-2	CURB AND SIDEWALK JOINTS
113-2	SIDEWALK AND DRIVEWAY REPLACEMENT
120-3	CURB AND GUTTER – BARRIER
225-3	SEWER MANHOLE ADJUSTMENT
226-2	MANHOLE RAISING RINGS
523-2	ROOT PRUNING

LACWD STANDARD PLANS (LATEST EDITION):

W-5	SERVICE CONNECTION AND METER
W-8	FIRE HYDRANT (200 PSI RIGHT ANGLE)
W-15	VALVE BOX
W-21	CONCRETE THRUST BLOCKS
W-22	CUTTING/PLUGGING WATER MAINS
W-35	STEEL PIPE JOINT DETAILS
W-48	PIPE TRENCH
W-50	WATER MAINS/SANITARY SEWERS

ABBREVIATIONS:

AC	– ASPHALT CONCRETE
BCR	– BEGINNING OF CURB RETURN
BOFT	– BOTTOM
BW	– BACK OF WALK
BWF	– BOTTOM OF WALL FOOTING
CAB	– CRUSHED AGGREGATE BASE
CB	– CATCH BASIN
CL	– CENTER LINE
C&G	– CURB AND GUTTER
CIP	– CAST IRON PIPE
CMB	– CRUSHED MISCELLANEOUS BASE
ECAB	– ELECTRICAL CABINET
ECR	– END OF CURB RETURN
EG	– EDGE OF GUTTER
EL	– ELEVATION
FL	– FLOW LINE
FS	– FINISHED SURFACE
GB	– GRADE BREAK
GW	– GUY WIRE
PCC	– PORTLAND CEMENT CONCRETE
PL	– PROPERTY LINE
PROP.	– PROPOSED
PP	– POWER POLE
R/W	– RIGHT-OF-WAY
STA	– STATION
STR GR	– STRAIGHT GRADE
TC	– TOP OF CURB
TSPB	– TRAFFIC SIGNAL PULL BOX
TOW	– TOP OF WALL
TWF	– TOP OF WALL FOOTING
TYP.	– TYPICAL
VAR	– VARIES
EX. EXIST.	– EXISTING
PROV.	– TO BE FURNISHED & INSTALLED NEW, BY E.C.
M.O.C.D.	– MAIN OVER CURRENT DEVICE, EITHER A FUSE OR CIRCUIT BREAKER
XFMR.	– TRANSFORMER. ELECTRICAL DEVICE THAT CHANGES VOLTAGE LEVELS
PRI	– PRIMARY, OR HIGH VOLTAGE SIDE OF A TRANSFORMER
SEC	– SECONDARY, OR LOW VOLTAGE SIDE OF A TRANSFORMER
E.C.	– ELECTRICAL CONTRACTOR
BRANCH CIRCUIT	– ELECTRICAL CONDUCTORS BEYOND THE LAST PROTECTIVE DEVICE
SWBD	– SWITCHBOARD–ELECTRICAL EQUIPMENT CONTAINING PULLSECTION, METER MAIN, AND FEEDER OVER CURRENT DEVICES
SWGR	– SWITCHGEAR–ELECTRICAL EQUIPMENT, SUCH AS SWITCHBOARD, PANELBOARD, DISCONNECT, ETC.

LEGEND:

	FIRE HYDRANT
WV	WATER VALVE
GV	GAS VALVE
	WATER METER
	GAS METER
E	ELECTRIC BOX
	ELECTRIC BOX (SCE)
TS	TRAFFIC SIGNAL BOX
	TELEPHONE
TV	TELEPHONE VAULT
	TRASH RECEPTACLE
	STREET LIGHT POLE
	TRAFFIC SIGNAL LIGHT
	POWER POLE
	GUY ANCHOR
SD	STORM DRAIN MANHOLE
T	TELEPHONE MANHOLE
S	SEWER MANHOLE
	TRAFFIC CONTROL SIGN
(203.1)	EXISTING ELEVATION
203.1	PROPOSED ELEVATION
	BENCH
	GRATING
	NEWSPAPER STAND
	VENT
	TREES
SD	STORM DRAIN
	DIAMETER
S	SEWER LINE
W	WATER LINE
G	GAS LINE
T	TELEPHONE LINE
SD	STORM DRAIN PIPE
CTV	CABLE TV LINE
E	ELECTRICAL LINE
OHP	OVERHEAD LINE
	FENCE/WALL
	RIGHT-OF-WAY
	CITY LIMIT

SUBMITTAL NOT FOR CONSTRUCTION

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

INFRASTRUCTURE ENGINEERS 3090 Saturn Street, Suite 250 Brea, CA 92821 Tel. (714) 646-9100 Fax. (714) 646-9199 www.infrastructure-engineers.com

DESIGNED BY: A. MOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: M. FARHANI DATE: 11/17/21

UNDER THE SUPERVISION OF: REGISTERED PROFESSIONAL ENGINEER — No. 54235 Exp. 12/31/21 — CIVIL — STATE OF CALIFORNIA

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER — DATE

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

GENERAL NOTES, LEGEND AND ABBREVIATIONS

SHEET 2 OF 13 SHEETS — DWG. NO. C-2

6900.32

INFRASTRUCTURE ENGINEERS
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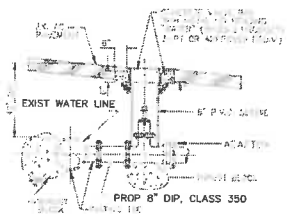
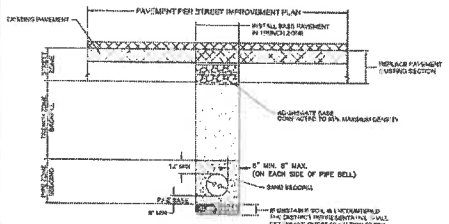
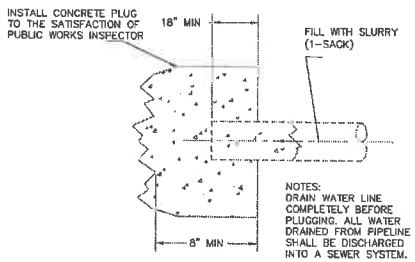


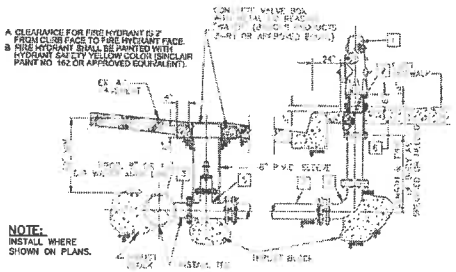
1 STANDARD BOX FOR WATER VALVE



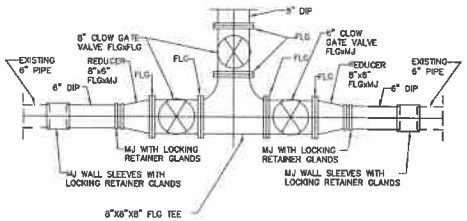
2 TYPICAL TRENCH AND PAVEMENT DETAIL



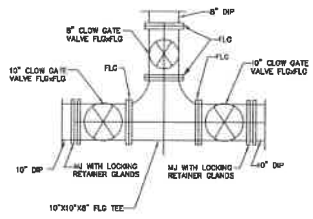
3 CUT AND PLUG



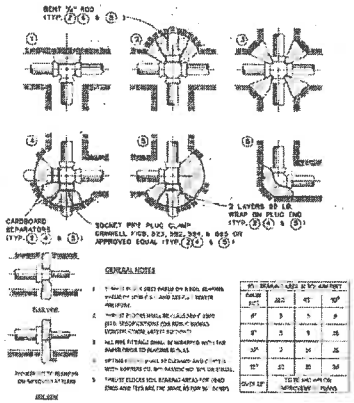
4 STANDARD FIRE HYDRANT INSTALLATION DETAIL



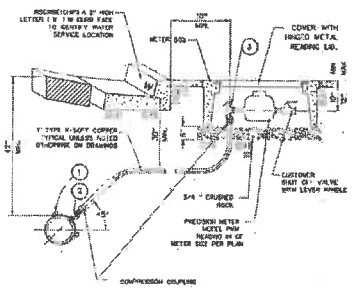
5 TEE CONNECTION TO EXISTING AND NEW PIPE



6 TEE CONNECTION TO EXISTING AND NEW PIPE

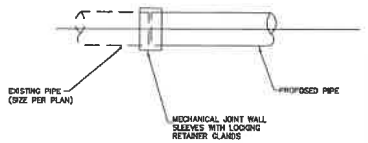


7 THRUST BLOCKS DETAILS



1. SADDLE REQUIRED FOR ALL SERVICES. MINIMUM DISTANCE BETWEEN SERVICE TAPS ON MAINS OR TO A BELL, COUPLING, JOINT OR FITTING IS 36".
2. THE CORPORATION STOP TAP SHALL BE MADE AS SPECIFIED BY THE JOHNS-MANVILLE INSTALLATION GUIDE. ALL DRY TAPS WILL BE MADE WITH GUIDE OR PILOT PLATE.
3. ANGLE METER STOP W/LOCK WING
NOTE: TEST AT SYSTEM PRESSURE AND FLUSH SERVICE LINE.

8 WATER SERVICE CONNECTION AND METER



9 CONNECTION OF EXISTING AND NEW PIPE

100% SUBMITTAL - NOT FOR CONSTRUCTION

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
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Brea, CA 92821
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Fax: (714) 843-8790
www.infrastructure-engineers.com

DESIGNED BY: A. MOGHAVI
DRAWN BY: B. PEREZ
CHECKED BY: M. FARHAM DATE: 10/17/21

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
No. 54135
Exp. 12/31/21
CIVIL
STATE OF CALIFORNIA

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER DATE

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

WATER IMPROVEMENT STANDARD PLANS
AND DETAILS

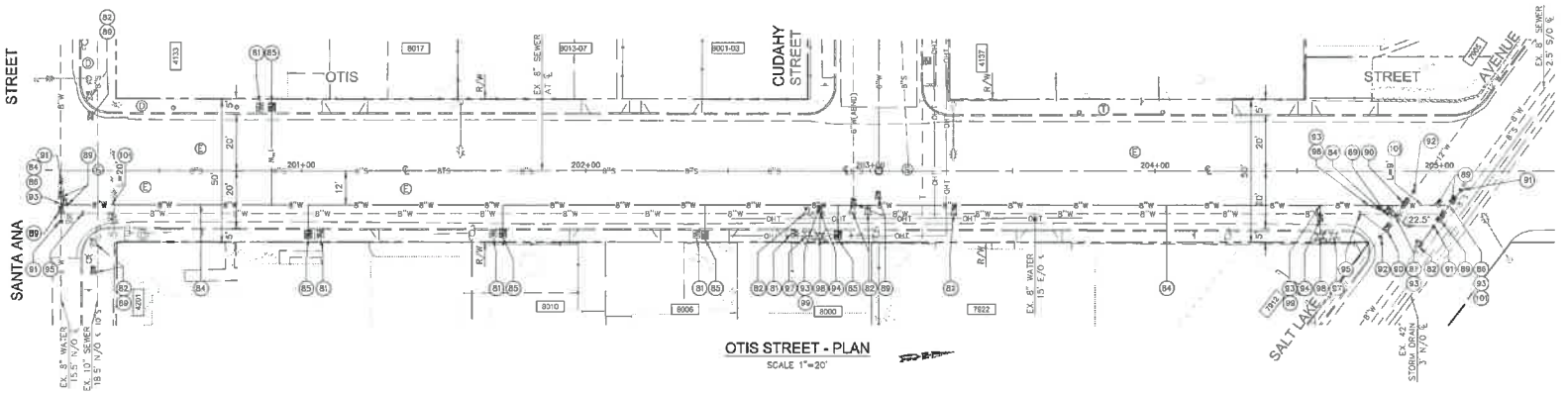
SHEET 3 OF 13 SHEETS

DWG. NO. C-3

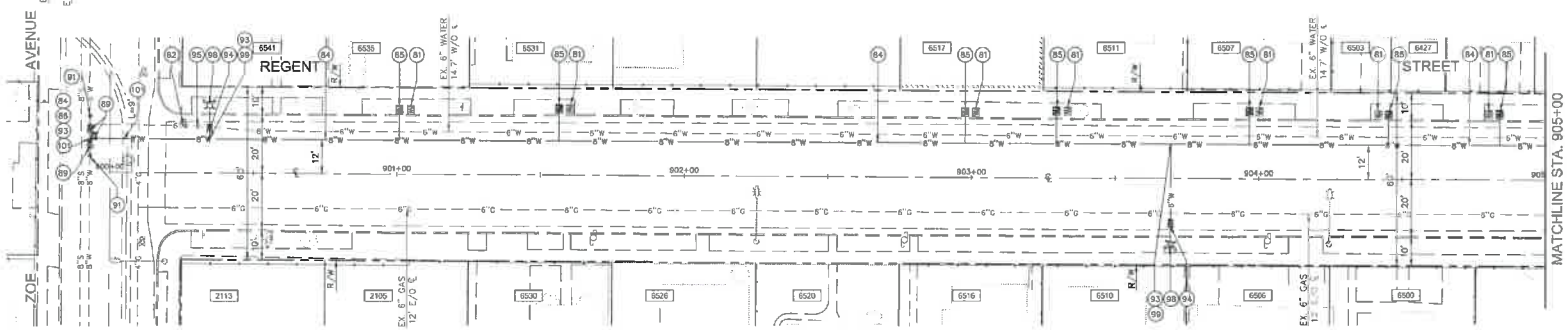
6900.32

DIGALERT 811 CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

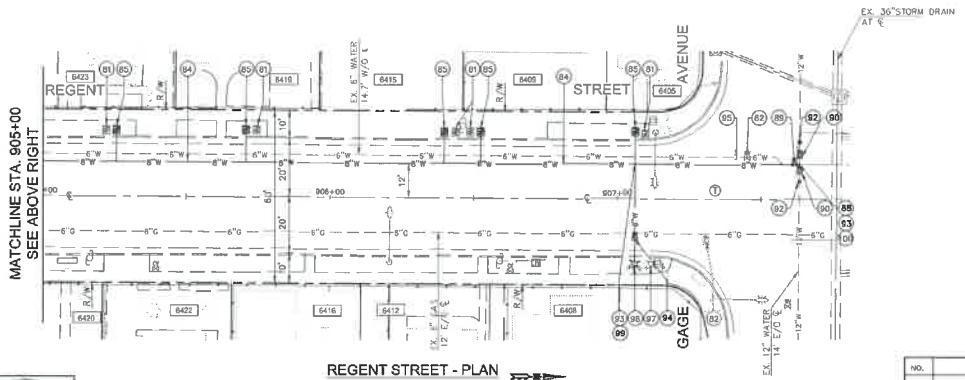
INFRASTRUCTURE ENGINEERS
O:\Huntington Park\6900_32-SB1 St Enhancement Project\Residential Street\CAD\Sheets\WC3-DET-SB01-6900332 11/17/2021 4:17:29 PM Shawnt Babakhanian



OTIS STREET - PLAN
SCALE 1"=20'



REGENT STREET - PLAN
SCALE 1"=20'



REGENT STREET - PLAN
SCALE 1"=20'

WATER GENERAL NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 48 HOURS IN ADVANCE.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
4. ALL BURIED PIPE SHALL HAVE 42 INCH MINIMUM COVER, UNLESS OTHERWISE SPECIFIED ON PLANS.
5. REMOVE INTERFERING PORTIONS OF EXISTING WATER MAIN, INCLUDING ALL EXISTING APPURTENANCES AND FITTINGS.
6. ALL SEGMENTS OF EXISTING MAIN TO BE ABANDONED SHALL BE FILLED WITH 1 – SACK PRESSURE SLURRY MIX TO PREVENT FUTURE COLLAPSE OF LINE AND GROUND SUBSIDENCE.
7. WRAP D.I. PIPE WITH 8-MIL POLYETHYLENE TO PROTECT THE PIPE.
8. RESTRAINED JOINTS AND FITTINGS SHALL BE USED ALONG ENTIRE CONSTRUCTION.
9. WATER AND SEWER SEPARATION REQUIREMENT OF 10 FEET MINIMUM.
10. PROTECT FIRE FLOW WITHIN THE PROJECT AREA THROUGHOUT ENTIRE PROJECT COMPLETION.
11. ALL CONCRETE PANELS CUT FOR WATER MAIN SHALL BE REPLACED WITH FULL PANEL RESTORATIONS.

WATER CONSTRUCTION NOTES:

(81) REMOVE EXISTING WATER METER & WATER BOX AND BACKFILL & COMPACT. CAP EXISTING SERVICE AT METER BOX. CONTRACTOR SHALL RESTORE CONCRETE SIDEWALK, LANDSCAPE, ETC. AS REQUIRED.

(82) REMOVE EXISTING VALVE CAN AND COVER. BACKFILL WITH 2-SACK SLURRY TO SUBGRADE. REPAIR EXISTING FINISHED SURFACE IN KIND.

(83) CUT AND PLUG EXISTING WATER LINE AND ABANDON IN PLACE PER LACWD STD. PLAN W-22.

(84) FURNISH AND INSTALL 8" PVC C-900 WATER MAIN, 42" MINIMUM COVER PER LACWD STD. PLAN W-46.

(85) FURNISH AND INSTALL 1" NEW WATER SERVICE PER LACWD STD. W-5. INSTALL NEW WATER METER AND BOX, PROVIDED BY THE CITY, AND CONNECT SERVICE TO WATER MAIN LINE. CONTRACTOR SHALL RESTORE CONCRETE SIDEWALK, LANDSCAPE, AND OTHER IMPROVEMENTS AS REQUIRED.

(86) FURNISH AND INSTALL 8"X8"X8" TEE.

(87) FURNISH AND INSTALL 8"X12"X12" TEE.

(88) FURNISH AND INSTALL 8"X12"X12"X12" CROSS.

(89) FURNISH AND INSTALL NEW 8" D.I. RESILIENT-WEDGE GATE VALVE (E.G. CLOW OR KENNEDY WITH RESILIENT SEAL) PER LACWD STD. PLAN W-15.

(90) FURNISH AND INSTALL NEW 12" D.I. RESILIENT-WEDGE GATE VALVE (E.G. CLOW OR KENNEDY WITH RESILIENT SEAL) PER LACWD STD. PLAN W-15.

(91) CONSTRUCT 8" WIDE RANGE TRANSITION COUPLING WITH STAINLESS STEEL HARDWARE AND EPOXY COATING APPROVED BY THE CITY.

(92) CONSTRUCT 12" WIDE RANGE TRANSITION COUPLING WITH STAINLESS STEEL HARDWARE AND EPOXY COATING APPROVED BY THE CITY.

(93) CONSTRUCT THRUST BLOCK PER LACWD STD. PLAN W-21.

(94) FURNISH AND INSTALL NEW 6" D.I. RESILIENT-WEDGE GATE VALVE (E.G. CLOW OR KENNEDY WITH RESILIENT SEAL) PER LACWD STD. PLAN W-15.

(95) PLUG WATERLINE AT DEAD END PER LACWD STD. PLAN W-22.

(96) FURNISH AND INSTALL 22.5° BEND.

(97) REMOVE EXISTING HYDRANT ASSEMBLY AND ABANDON PER LATEST EDITION OF APWA AND AWWA STANDARD.

(98) FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY PER LACWD STD. PLAN W-8.

(99) FURNISH AND INSTALL 8"X8"X6" TEE.

(100) FURNISH AND INSTALL 12" PVC C-900 WATER MAIN, 42" MINIMUM COVER PER LACWD STD. PLAN W-46.

(101) ENCASE PIPE WITH STEEL PER LACWD STD. PLAN W-35 AND W-30.

LEGEND:

5555 PROPERTY ADDRESS

SCALE IN FEET
1 inch = 20 ft.

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

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Long Beach, CA 90806
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www.infrastructure-engineers.com

DESIGNED BY: A. NOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: M. FARHANI DATE: 11/17/21

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
No. 54235
Exp. 12/31/21
CIVIL
STATE OF CALIFORNIA

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

WATER IMPROVEMENT PLAN FOR OTIS ST. FROM SANTA ANA ST. TO SALT LAKE AVE. AND REGENT ST. FROM ZOE AVE. TO GAGE AVE.

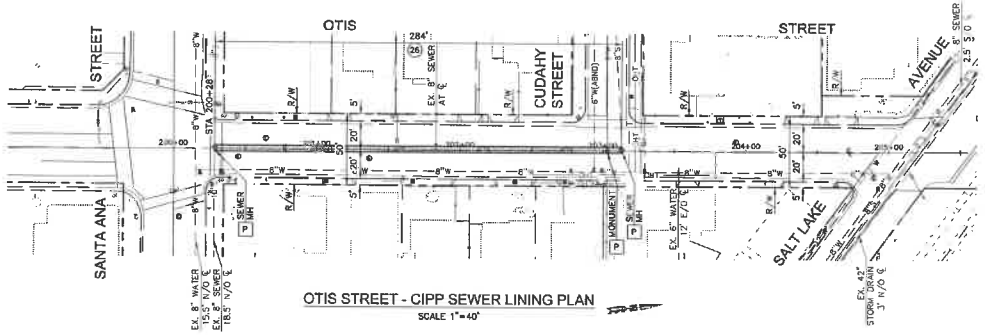
SHEET 4 OF 13 SHEETS | DWG. NO. C-4

6900.32

CONTACT 811 BEFORE YOU DIG
SAFE DIGGING PARTNER

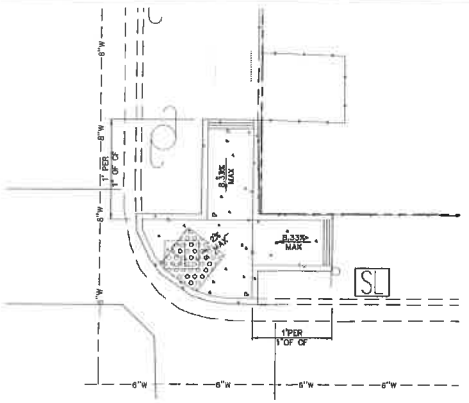
INFRASTRUCTURE ENGINEERS
O:\Huntington Park\6900_32-SB1 St. Enhancement Project\Residential Street\CAD\Sheets\BC4-WPP-SB01-690032 11/17/2021 4:19:28 PM Shawn Bobkhanian

SB1 STREET ENHANCEMENT PROJECT FY 2020-21



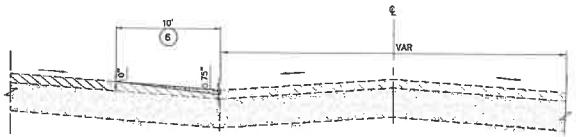
OTIS STREET - CIPP SEWER LINING PLAN

SCALE 1"=40'



DETAIL 1 - TYPICAL RAMP DETAIL

NOT TO SCALE

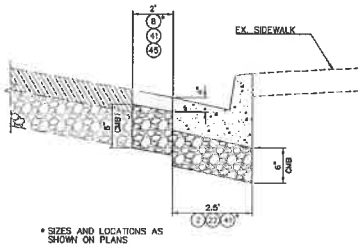


TYPICAL SECTION - GRINDING AT INTERSECTION

NOT TO SCALE

TYPICAL SECTION - GRINDING AT CROSS GUTTER

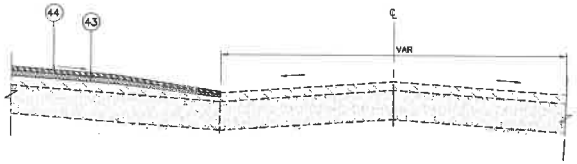
NOT TO SCALE



* SIZES AND LOCATIONS AS SHOWN ON PLANS

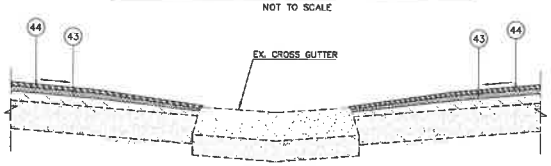
DETAIL 2 - CURB AND GUTTER REPLACEMENT

NOT TO SCALE



TYPICAL SECTION - PROPOSED ARAM & HYRAP TRANSITION AT INTERSECTION

NOT TO SCALE



TYPICAL SECTION - PROPOSED ARAM & HYRAP TRANSITION AT CROSS GUTTER

NOT TO SCALE

GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING AC AND/OR CONCRETE WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITY FROM SIDEWALK.
10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE.

CONSTRUCTION NOTES:

[P] PROTECT-IN-PLACE

REMOVALS

(1) SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.

(2) SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.

(3) SAWCUT AND REMOVE EXISTING CONCRETE DRIVEWAY APPROACH, HAUL AWAY AND DISPOSE.

(4) SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.

(5) COLD MILL EXISTING AC PAVEMENT 3" DEEP, HAUL AWAY AND DISPOSE.

(6) MICRO MILL EXISTING AC PAVEMENT FROM 0.75" TO 0" DEEP, HAUL AWAY AND DISPOSE.

(7) PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-3 UNDER DIRECTION OF CERTIFIED ARBORIST.

(8) SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.

CONCRETE WORK AND OTHER RELATED WORK

(21) CONSTRUCT CONCRETE SIDEWALK, 4" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.

(22) CONSTRUCT CONCRETE CURB AND GUTTER, PER SPPWC STD PLAN 120-3 OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.

(23) CONSTRUCT CONCRETE DRIVEWAY APPROACH, 6" THICK, PER SPPWC STD.PLAN 110-2.

(24) CONSTRUCT CURB RAMP, PER SPPWC STD PLAN 111-5, PER PLAN DETAIL 1 ON SHEET C-5 OR PER CITY ENGINEER'S INSTRUCTIONS.

(25) FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARDS. FOR SIGNAGE SEE STRIPING PLANS FROM C-11 TO C-13.

(26) PROVIDE CIPP LINER PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SECTION 500-1.4 AND MANUFACTURER'S SPECIFICATIONS.

(27) CONSTRUCT CONCRETE SIDEWALK, 6" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.

(28) RECONSTRUCT EXISTING CURB DRAIN OR PARKWAY DRAIN PER SPPWC STD. PLAN 150-4.

PAVEMENT

(41) PROVIDE AND PLACE 6"-THICK CRUSHED MISCELLANEOUS BASE (CMB).

(42) CONSTRUCT 2"-THICK ARAM AC OVERLAY (C2-PG 64-10).

(43) CONSTRUCT 3/8" - THICK ARAM WITH CAPE SEAL (NO SLURRY)

(44) CONSTRUCT 3/4" - THICK MIN. HYRAP/HMA SHALL BE MIX "F".

(45) CONSTRUCT 4"-THICK AC PAVEMENT (C2-PG 64-10). (2 LIFTS).

ADJUSTMENT/RELOCATION

(51) ADJUST EXISTING STORM DRAIN/SEWER/UTILITY MANHOLE/VAULT FRAME AND COVER TO FINISHED GRADE.

(52) ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE.

(53) ADJUST EXISTING WATER METER BOX AND COVER TO FINISHED GRADE. REPLACE BROKEN COVER/BOX.

(54) RELOCATE CITY'S STREET LIGHT/ELECTRICAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.

(58) RELOCATE TRAFFIC SIGNAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.

BY OTHERS

(61) ADJUST EXISTING GAS VALVE CAN AND COVER TO FINISHED GRADE BY SOUTHERN CALIFORNIA GAS COMPANY.

(62) ADJUST EXISTING EDISON MANHOLE/VAULT FRAME AND COVER TO FINISHED GRADE BY EDISON.

(63) ADJUST EXISTING TELEPHONE MANHOLE FRAME AND COVER TO FINISHED GRADE BY TELEPHONE COMPANY.

LEGEND:

- PORTLAND CEMENT CONCRETE
- CRUSHED MISCELLANEOUS BASE (CMB)
- 2" DEEP COLD MILL & OVERLAY
- 0.75" – 0" MICRO MILL
- 3/4" – THICK HYRAP OVER 3/8" – THICK ARAM
- REMOVE/RELACE EXISTING AC PAVEMENT

CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHIL P.E. - CITY ENGINEER — DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

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DESIGNED BY: A. MOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: M. FARHANI DATE: 11/17/21

UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER — MOHAMMAD SALAT FARHANI — No. 54255 Exp. 12/31/21 — CIVIL — STATE OF CALIFORNIA

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

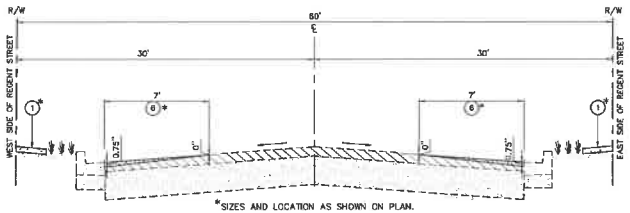
CIPP SEWER LINING PLAN FOR OTIS ST. FROM SANTA ANA ST. TO CUDAHY ST., STREET IMPROVEMENT TYPICAL SECTIONS AND DETAILS

SHEET 5 OF 13 SHEETS — DWG. NO. C-5

6900.32

811 CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

INFRASTRUCTURE ENGINEERS
O:\Huntington Park\6900_32-SB1 St. Enhancement Project\Residential Street\CAD\Sheets\BCS-TCS-SB1-690032 11/17/2021 4:20:24 PM Shawn Babchorian

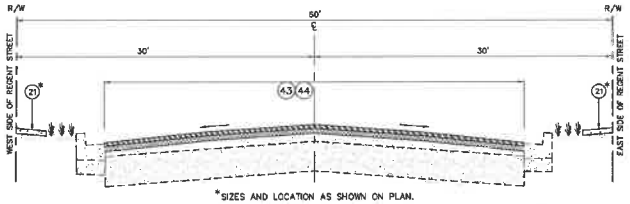


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - GRINDING REGENT STREET

ZOE AVENUE TO GAGE AVENUE

NOT TO SCALE

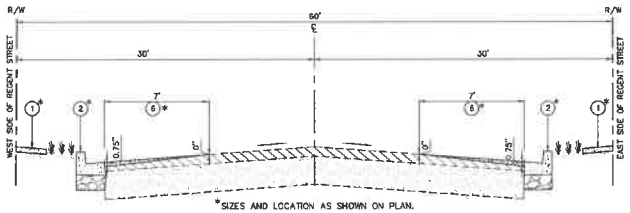


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - PROPOSED ARAM & HYRAP REGENT STREET

ZOE AVENUE TO GAGE AVENUE

NOT TO SCALE

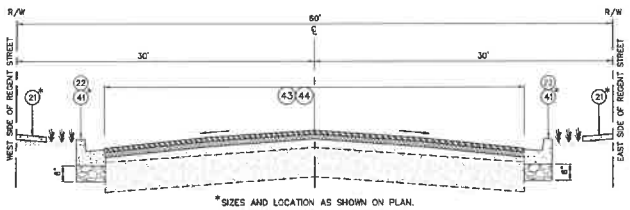


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - GRINDING MARBRISA STREET

FLORENCE AVENUE TO MORTIMER AVENUE

NOT TO SCALE

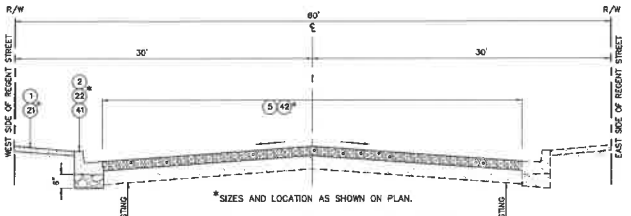


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - PROPOSED ARAM & HYRAP MARBRISA STREET

FLORENCE AVENUE TO MORTIMER AVENUE

NOT TO SCALE

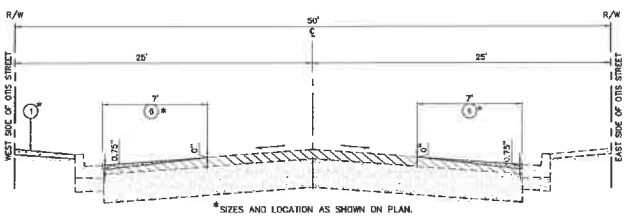


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - REGENT STREET

GAGE AVENUE TO CUL-DE-SAC

NOT TO SCALE

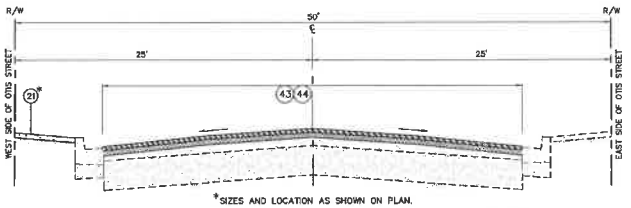


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - GRINDING OTIS STREET

SANTA ANA STREET TO SALT LAKE AVENUE

NOT TO SCALE



*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - PROPOSED ARAM & HYRAP OTIS STREET

SANTA ANA STREET TO SALT LAKE AVENUE

NOT TO SCALE

GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
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6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITI FROM SIDEWALK.
10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE.

CONSTRUCTION NOTES:

P PROTECT-IN-PLACE

REMOVALS

1. SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.
2. SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.
3. SAWCUT AND REMOVE EXISTING CONCRETE DRIVEWAY APPROACH, HAUL AWAY AND DISPOSE.
4. SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.
5. COLD MILL EXISTING AC PAVEMENT 2" DEEP, HAUL AWAY AND DISPOSE.
6. MICRO MILL EXISTING AC PAVEMENT FROM 0.75" TO 0" DEEP, HAUL AWAY AND DISPOSE.
7. PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
8. SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.

CONCRETE WORK AND OTHER RELATED WORK

21. CONSTRUCT CONCRETE SIDEWALK, 4" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
22. CONSTRUCT CONCRETE CURB AND GUTTER, PER SPPWC STD PLAN 120-3 OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.
23. CONSTRUCT CONCRETE DRIVEWAY APPROACH, 6" THICK, PER SPPWC STD.PLAN 110-2.
24. CONSTRUCT CURB RAMP, PER SPPWC STD PLAN 111-5, PER PLAN DETAIL 1 ON SHEET C-5 OR PER CITY ENGINEER'S INSTRUCTIONS.
25. FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARDS. FOR SIGNAGE SEE STRIPING PLANS FROM C-11 TO C-13.
26. PROVIDE CIPP LINER PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SECTION 500-1.4 AND MANUFACURER'S SPECIFICATIONS.
27. CONSTRUCT CONCRETE SIDEWALK, 8" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
28. RECONSTRUCT EXISTING CURB DRAIN OR PARKWAY DRAIN PER SPPWC STD. PLAN 150-4.

PAVEMENT

41. PROVIDE AND PLACE 6"-THICK CRUSHED MISCELLANEOUS BASE (CMB).
42. CONSTRUCT 2"-THICK ARHM AC OVERLAY (C2-PG 64-10).
43. CONSTRUCT 3/8" – THICK ARAM WITH CAPE SEAL (NO SLURRY)
44. CONSTRUCT 3/4" – THICK MIN. HYRAP HMA SHALL BE MIX "F".
45. CONSTRUCT 4"-THICK AC PAVEMENT (C2-PG 64-10). (2 LIFTS).

ADJUSTMENT/RELOCATION

51. ADJUST EXISTING STORM DRAIN/SEWER/UTILITY MANHOLE/VAULT FRAME AND COVER TO FINISHED GRADE.
52. ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE.
53. ADJUST EXISTING WATER METER BOX AND COVER TO FINISHED GRADE, REPLACE BROKEN COVER/BOX.
54. RELOCATE CITY'S STREET LIGHT/ELECTRICAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.
55. RELOCATE TRAFFIC SIGNAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.

BY OTHERS

61. ADJUST EXISTING GAS VALVE CAN AND COVER TO FINISHED GRADE BY SOUTHERN CALIFORNIA GAS COMPANY.
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63. ADJUST EXISTING TELEPHONE MANHOLE FRAME AND COVER TO FINISHED GRADE BY TELEPHONE COMPANY.

LEGEND:

- PORTLAND CEMENT CONCRETE
- CRUSHED MISCELLANEOUS BASE (CMB)
- 2" DEEP COLD MILL & OVERLAY
- 0.75" – 0" MICRO MILL
- 3/4" – THICK HYRAP OVER 3/8" – THICK ARAM
- REMOVE AND REPLACE EXISTING AC PAVEMENT

CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER — DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
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Brea, CA 92821
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DESIGNED BY: A. MOSQUEDA
DRAWN BY: D. PEREZ
CHECKED BY: M. FARHANG DATE: 11/17/21

UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER — MOHAMMAD (MATT) FARHANG — No. 54235 — Exp. 12/31/21 — CIVIL — STATE OF CALIFORNIA

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

STREET IMPROVEMENT TYPICAL SECTIONS

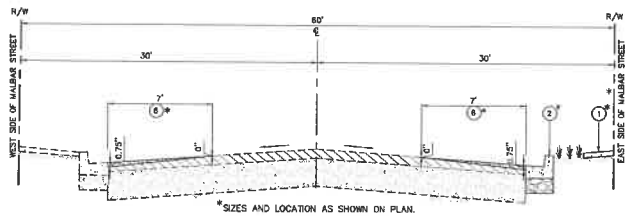
SHEET 6 OF 13 SHEETS — DWG. NO. C-6

8900.32

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

INFRASTRUCTURE ENGINEERS
C:\Huntington Park\8900_32-SB1 St Enhancement Project\Residential Street\CAD\Sheets\BCS-TCS-SB01-8900.32 11/17/2021 4:20:39 PM Shawn Balakhanian

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

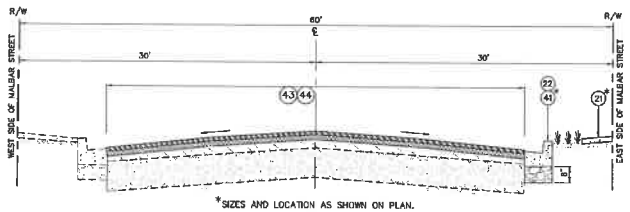


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - GRINDING MALBAR STREET

ZOE AVENUE TO GAGE AVENUE

NOT TO SCALE

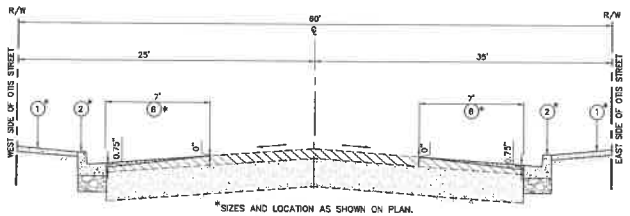


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - PROPOSED ARAM & HYRAP MALBAR STREET

ZOE AVENUE TO GAGE AVENUE

NOT TO SCALE

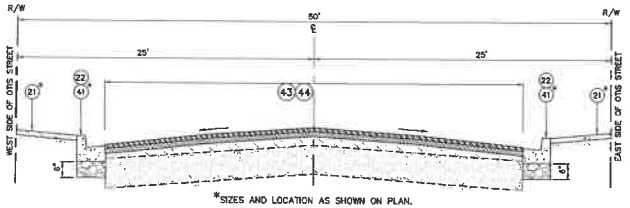


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - GRINDING CEDAR STREET

FLORENCE AVENUE TO STA 302+25

NOT TO SCALE



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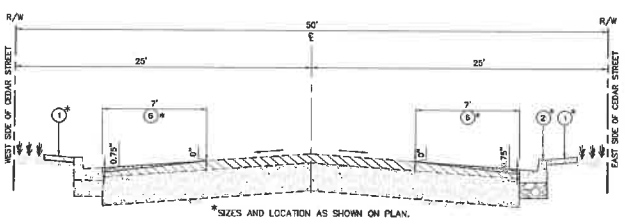
TYPICAL SECTION - PROPOSED ARAM & HYRAP CEDAR STREET

FLORENCE AVENUE TO STA 302+25

NOT TO SCALE

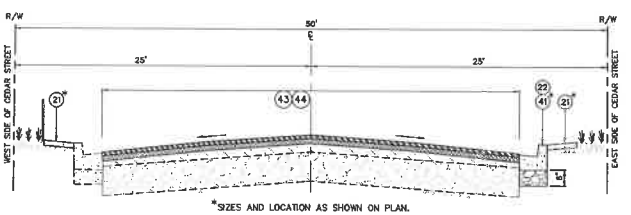


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - GRINDING CEDAR STREET

STA 302+92 TO SATURN AVENUE

NOT TO SCALE

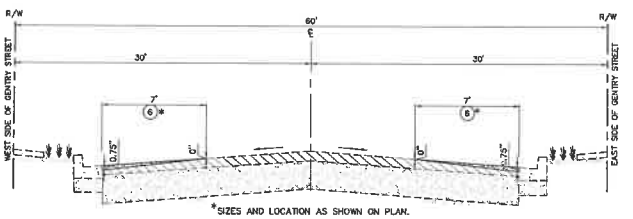


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - PROPOSED ARAM & HYRAP CEDAR STREET

STA 302+92 TO SATURN AVENUE

NOT TO SCALE

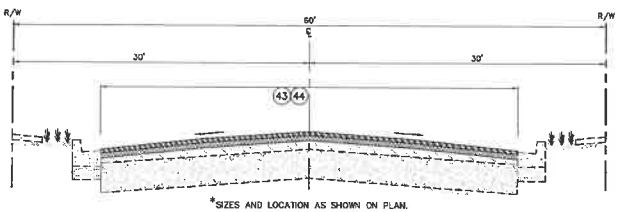


*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - GRINDING GENTRY STREET

GAGE AVENUE TO CLARENDON AVENUE

NOT TO SCALE



*SIZES AND LOCATION AS SHOWN ON PLAN.

TYPICAL SECTION - PROPOSED ARAM & HYRAP GENTRY STREET

NOT TO SCALE

GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VAULTS, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING AC AND/OR CONCRETE WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITY FROM SIDEWALK.
10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE.

CONSTRUCTION NOTES:

[P] PROTECT-IN-PLACE

REMOVALS

(1) SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.

(2) SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.

(3) SAWCUT AND REMOVE EXISTING CONCRETE DRIVEWAY APPROACH, HAUL AWAY AND DISPOSE.

(4) SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.

(5) COLD MILL EXISTING AC PAVEMENT 2" DEEP, HAUL AWAY AND DISPOSE.

(6) MICRO MILL EXISTING AC PAVEMENT FROM 0.75" TO 0" DEEP, HAUL AWAY AND DISPOSE.

(7) PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.

(8) SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.

CONCRETE WORK AND OTHER RELATED WORK

(21) CONSTRUCT CONCRETE SIDEWALK, 4" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.

(22) CONSTRUCT CONCRETE CURB AND GUTTER, PER SPPWC STD PLAN 120-3 OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.

(23) CONSTRUCT CONCRETE DRIVEWAY APPROACH, 6" THICK, PER SPPWC STD.PLAN 110-2.

(24) CONSTRUCT CURB RAMP, PER SPPWC STD PLAN 111-3, PER PLAN DETAIL 1 ON SHEET C-6 OR PER CITY ENGINEER'S INSTRUCTIONS.

(25) FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARDS. FOR SIGNAGE SEE STRIPING PLANS FROM C-11 TO C-13.

(26) PROVIDE OPP LINER PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SECTION 200-1.4 AND MANUFACTURER'S SPECIFICATIONS.

(27) CONSTRUCT CONCRETE SIDEWALK, 8" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.

(28) RECONSTRUCT EXISTING CURB DRAIN OR PARKWAY DRAIN PER SPPWC STD. PLAN 300-4.

PAVEMENT

(41) PROVIDE AND PLACE 8"-THICK CRUSHED MISCELLANEOUS BASE (CMB).

(42) CONSTRUCT 2"-THICK ARHM AC OVERLAY (C2-PG 64-10).

(43) CONSTRUCT 3/8" – THICK ARAM WITH CAPE SEAL (NO SLURRY)

(44) CONSTRUCT 3/4" – THICK MIN. HYRAP MIA SHALL BE MIX "F".

(45) CONSTRUCT 4"-THICK AC PAVEMENT (C2-PG 64-10). (2 LIFTS).

ADJUSTMENT/RELOCATION

(51) ADJUST EXISTING STORM DRAIN/SEWER/UTILITY MANHOLE/VAULT FRAME AND COVER TO FINISHED GRADE.

(52) ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE.

(53) ADJUST EXISTING WATER METER BOX AND COVER TO FINISHED GRADE, REPLACE BROKEN COVER/BOX.

(54) RELOCATE CITY'S STREET LIGHT/ELECTRICAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.

(55) RELOCATE TRAFFIC SIGNAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.

BY OTHERS

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LEGEND:

- PORTLAND CEMENT CONCRETE
- CRUSHED MISCELLANEOUS BASE (CMB)
- 2" DEEP COLD MILL & OVERLAY
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- 3/4" – THICK HYRAP OVER 3/8" – THICK ARAM
- REMOVE AND REPLACE EXISTING AC PAVEMENT

CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER — DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
3200 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 990-8200
Fax: (714) 990-9708
www.infrastructure-engineers.com

DESIGNED BY: A. MOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: M. FARHAN DATE: 11/17/21

UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER — MORAD MOUSAVI — No. 54255 Exp. 12/31/21 — CIVIL — STATE OF CALIFORNIA

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

STREET IMPROVEMENT TYPICAL SECTIONS

SHEET 7 OF 13 SHEETS — DWG. NO. C-7

6900.32

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

INFRASTRUCTURE ENGINEERS
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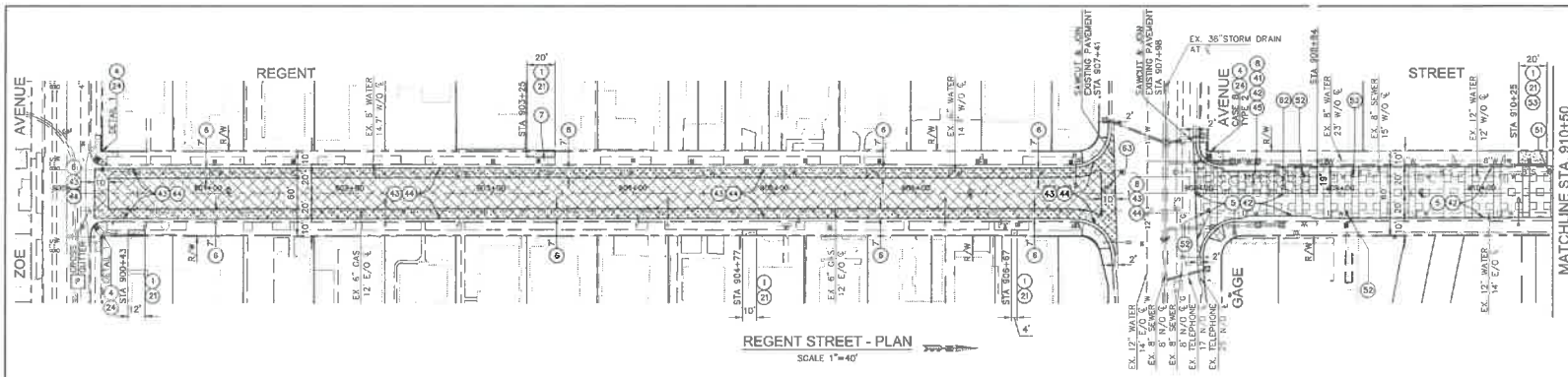
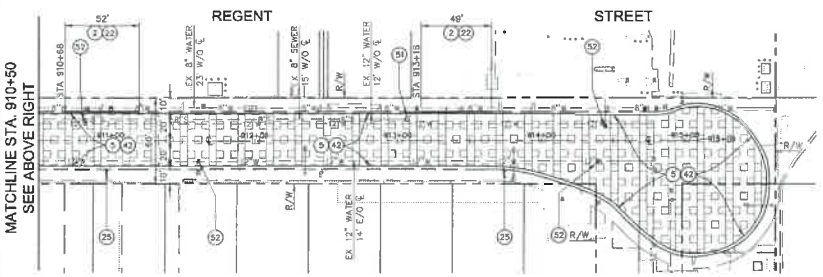
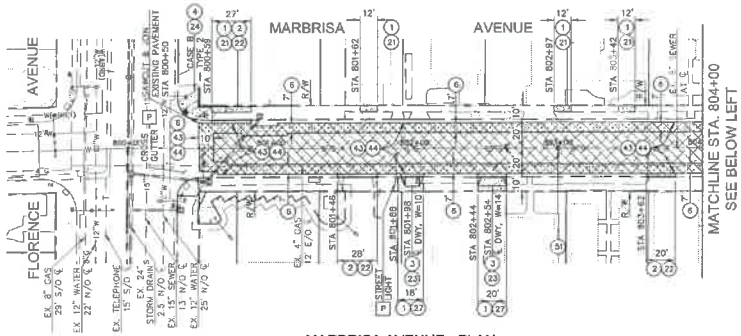


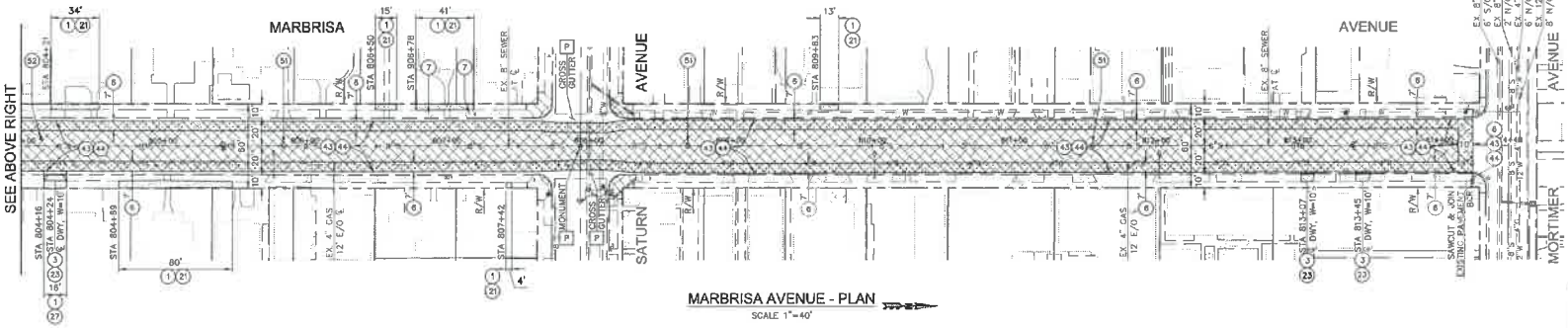
REGENT STREET - PLAN
SCALE 1"=40'



REGENT STREET - PLAN
SCALE 1"=40'



MARBRISA AVENUE - PLAN
SCALE 1"=40'



MARBRISA AVENUE - PLAN
SCALE 1"=40'

GENERAL CONSTRUCTION NOTES:

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CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER — DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
3990 Eastern Street, Suite 350
Brea, CA 92821
Tel (714) 940-0190
Fax (714) 548-0236
www.infrastructure-engineers.com

DESIGNED BY: A. MOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: F. DORRANI DATE: 11/17/21

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER — ADVANCED INFRASTRUCTURE ENGINEERING — No. 54235 Exp. 12/31/21 — STATE OF CALIFORNIA — CIVIL

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

STREET IMPROVEMENTS PLAN FOR REGENT ST. FROM ZOE AVE. TO CUL-DE-SAC AND MARBRISA AVE. FROM FLORENCE AVE. TO MORTIMER AVE.

SHEET 8 OF 13 SHEETS — DWG. NO. C-8

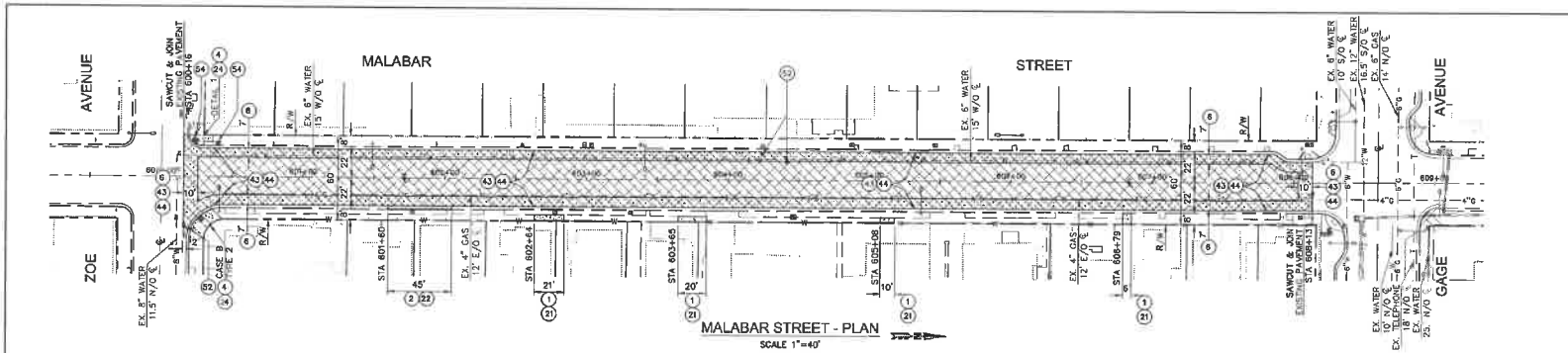
SCALE IN FEET
1 inch = 40 ft.
40 20 0 40

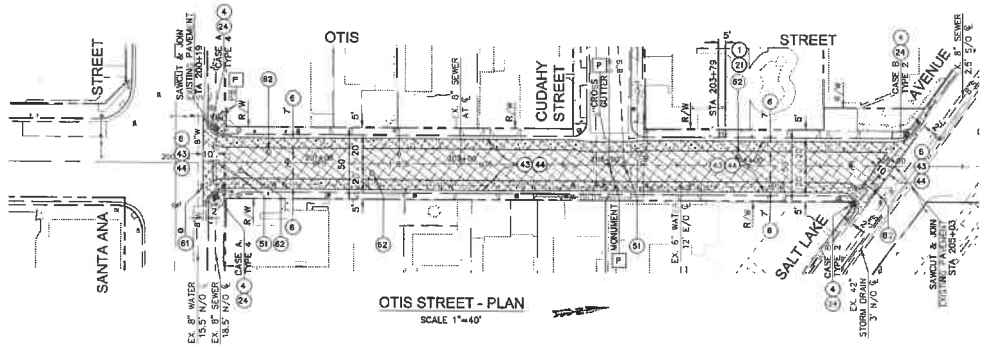
811 DIAL 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

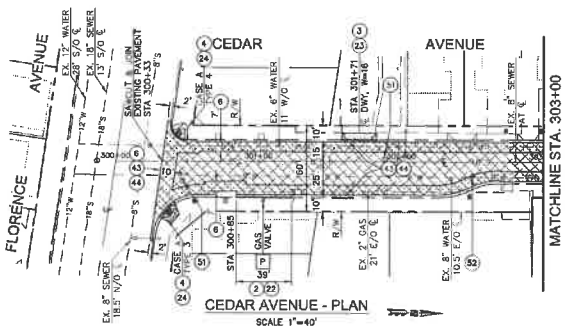
INFRASTRUCTURE ENGINEERS
D:\Huntington Park\6900_29-SB1 St Enhancement Project\Residential Street\CAD\Sheets\6629-SP-SB01-690032 11/17/2021 4:39:44 PM Shawnt Bodokhanian

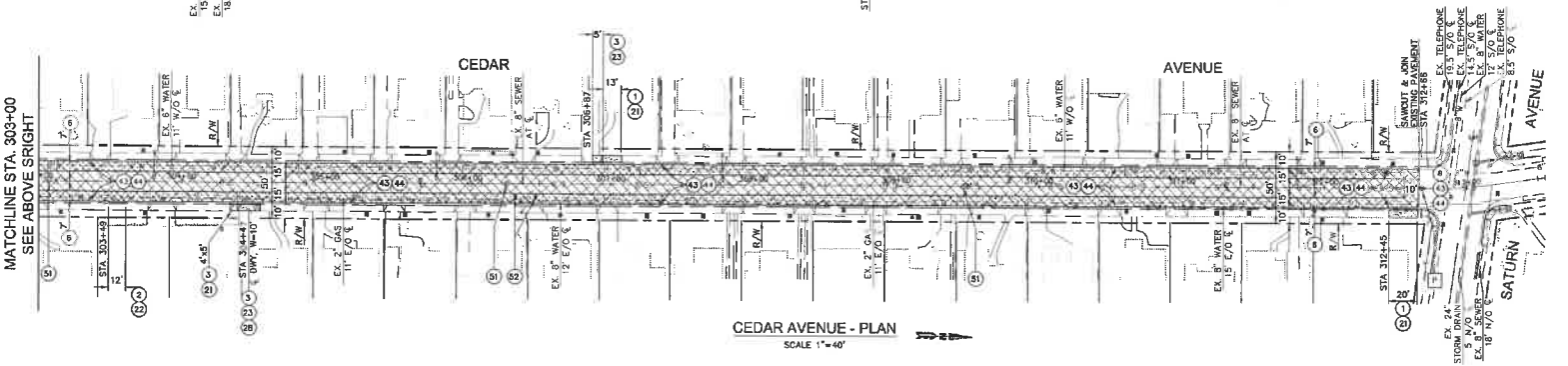
SB1 STREET ENHANCEMENT PROJECT FY 2020-21

5900.32









GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING AC AND/OR CONCRETE WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S DISTINCTION. HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITY FROM SIDEWALK.
10. ESTABLISH / RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE.

CONSTRUCTION NOTES:

P PROTECT-IN-PLACE

REMOVALS

1. SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.
2. SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.
3. SAWCUT AND REMOVE EXISTING CONCRETE DRIVEWAY APPROACH, HAUL AWAY AND DISPOSE.
4. SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.
5. COLD MILL EXISTING AC PAVEMENT 2" DEEP, HAUL AWAY AND DISPOSE.
6. MICRO MILL EXISTING AC PAVEMENT FROM 0.75" TO 0" DEEP, HAUL AWAY AND DISPOSE.
7. PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 323-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
8. SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.

CONCRETE WORK AND OTHER RELATED WORK

21. CONSTRUCT CONCRETE SIDEWALK, 4" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
22. CONSTRUCT CONCRETE CURB AND GUTTER, PER SPPWC STD PLAN 120-3 OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.
23. CONSTRUCT CONCRETE DRIVEWAY APPROACH, 6" THICK, PER SPPWC STD.PLAN 110-2.
24. CONSTRUCT CURB RAMP, PER SPPWC STD PLAN 111-3, PER PLAN DETAIL 1 ON SHEET C-3 OR PER CITY ENGINEER'S INSTRUCTIONS.
25. FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARDS. FOR SIGNAGE SEE STRIPING PLANS FROM C-11 TO C-13.
26. PROVIDE CIPP LINER PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SECTION 500-1.4 AND MANUFACTURER'S SPECIFICATIONS.
27. CONSTRUCT CONCRETE SIDEWALK, 6" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
28. RECONSTRUCT EXISTING CURB DRAIN OR PARKWAY DRAIN PER SPPWC STD. PLAN 150-4.

PAVEMENT

41. PROVIDE AND PLACE 8"-THICK CRUSHED MISCELLANEOUS BASE (CMB).
42. CONSTRUCT 2"-THICK ARM AC OVERLAY (C2-PG 64-10).
43. CONSTRUCT 3/8" - THICK ARAM WITH CAPE SEAL (NO SLURRY)
44. CONSTRUCT 3/4" - THICK MIN. HYRAP HMA SHALL BE MIX "F".
45. CONSTRUCT 4"-THICK AC PAVEMENT (C2-PG 64-10). (2 LIFTS).

ADJUSTMENT/RELOCATION

51. ADJUST EXISTING STORM DRAIN/SEWER/UTILITY MANHOLE/VAULT FRAME AND COVER TO FINISHED GRADE.
52. ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE.
53. ADJUST EXISTING WATER METER BOX AND COVER TO FINISHED GRADE, REPLACE BROKEN COVER/BOX.
54. RELOCATE CITY'S STREET LIGHT/ELECTRICAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.
55. RELOCATE TRAFFIC SIGNAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.

BY OTHERS

61. ADJUST EXISTING GAS VALVE CAN AND COVER TO FINISHED GRADE BY SOUTHERN CALIFORNIA GAS COMPANY.
62. ADJUST EXISTING EDISON MANHOLE/VAULT FRAME AND COVER TO FINISHED GRADE BY EDISON.
63. ADJUST EXISTING TELEPHONE MANHOLE FRAME AND COVER TO FINISHED GRADE BY TELEPHONE COMPANY.

LEGEND:

- PORTLAND CEMENT CONCRETE
- CRUSHED MISCELLANEOUS BASE (CMB)
- 2" DEEP COLD MILL & OVERLAY
- 0.75" – 0" MICRO MILL
- 3/4" – THICK HYRAP OVER 3/8" – THICK ARAM
- REMOVE AND REPLACE EXISTING AC PAVEMENT

SCALE IN FEET
1 Inch = 40 ft.

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
1958 Eaton Street, Suite 250
Simi, CA 93065
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DESIGNED BY: A. HOVEVAY
DRAWN BY: B. PEREZ
CHECKED BY: F. DORRANI DATE: 11/17/21

UNDER THE SUPERVISION OF:
No. 54235
Exp. 12/31/21
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER DATE

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

STREET IMPROVEMENT PLAN FOR MALABAR ST. FROM ZOE AVE. TO GAGE AVE., OTIS ST. FROM SANTA ANA ST. TO SALT LAKE AVE AND CEDAR AVE. FROM Fflorence AVE. TO SATURN AVE.

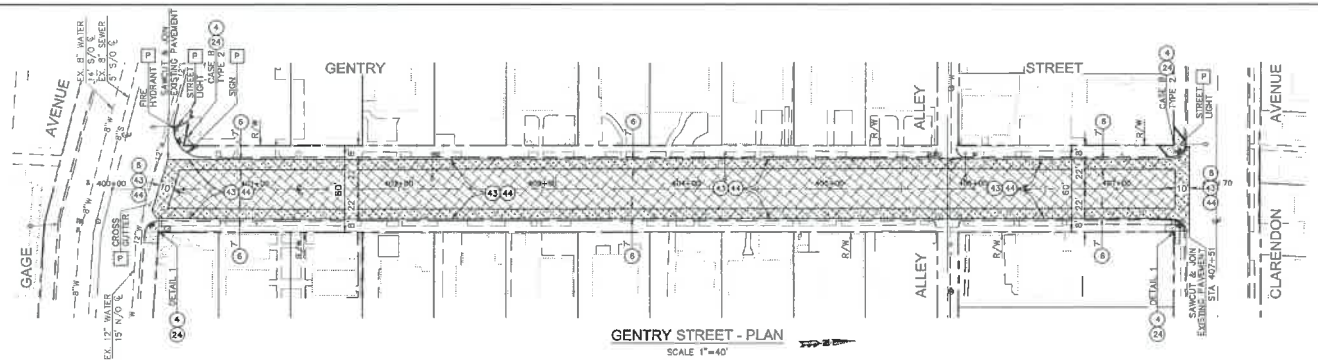
SHEET 9 OF 13 SHEETS

DWG. NO. C-9

6900.32

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

INFRASTRUCTURE ENGINEERS
G:\Huntington Park\6900_32-SB1 St. Enhancement Project\Residential Street\CAD\Sheets\6CB-SP-SB01-690032 11/17/2021 4:33:00 PM Shawn Babakhanian



GENTRY STREET - PLAN
SCALE 1"=40'

GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING AC AND/OR CONCRETE WITH THE CITY ENGINEER.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC FROM EXISTING CONCRETE GUTTER SURFACE PER CITY ENGINEER'S INSTRUCTION. HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN JOINTS/CRACKS AS DIRECTED WITHIN THE CONSTRUCTION AREA.
9. REMOVE GRAFFITY FROM SIDEWALK.
10. ESTABLISH/ RE-ESTABLISH SURVEY MONUMENT.
11. PAVING JOINTS SHALL BE ON THE LANE LINE.

CONSTRUCTION NOTES:

(P) PROTECT-IN-PLACE

REMOVALS

(1) SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK, HAUL AWAY AND DISPOSE.
(2) SAWCUT AND REMOVE EXISTING CONCRETE CURB AND/OR CURB AND GUTTER, HAUL AWAY AND DISPOSE.
(3) SAWCUT AND REMOVE EXISTING CONCRETE DRIVEWAY APPROACH, HAUL AWAY AND DISPOSE.
(4) SAWCUT AND REMOVE EXISTING CONCRETE CURB RAMP, HAUL AWAY AND DISPOSE.
(5) COLD MILL EXISTING AC PAVEMENT 2" DEEP, HAUL AWAY AND DISPOSE.
(6) MICRO MILL EXISTING AC PAVEMENT FROM 0.75" TO 0" DEEP, HAUL AWAY AND DISPOSE.
(7) PRUNE TREE ROOTS AND INSTALL ROOT BARRIERS PER SPPWC STD. PLAN 523-2 UNDER DIRECTION OF CERTIFIED ARBORIST.
(8) SAWCUT AND REMOVE EXISTING AC PAVEMENT, BASE, SUB BASE AND NATIVE SOIL TO PROVIDE CLEAR DEPTH FOR NEW IMPROVEMENTS. HAUL AWAY AND DISPOSE.

CONCRETE WORK AND OTHER RELATED WORK

(21) CONSTRUCT CONCRETE SIDEWALK, 4" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
(22) CONSTRUCT CONCRETE CURB AND GUTTER, PER SPPWC STD PLAN 120-3 OR MATCH EXISTING PER CITY ENGINEER'S INSTRUCTION.
(23) CONSTRUCT CONCRETE DRIVEWAY APPROACH, 6" THICK, PER SPPWC STD.PLAN 110-2.
(24) CONSTRUCT CURB RAMP, PER SPPWC STD PLAN 111-6, PER PLAN DETAIL 1 ON SHEET C-5 OR PER CITY ENGINEER'S INSTRUCTIONS.
(25) FURNISH AND INSTALL NEW SIGN POST PER MUTCD GUIDELINES ON FIGURE 2A-2 OR BY CITY STANDARDS. FOR SIGNAGE SEE STRIPING PLANS FROM C-11 TO C-13.
(26) PROVIDE DPP LINER PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SECTION 300-1.4 AND MANUFACTURER'S SPECIFICATIONS.
(27) CONSTRUCT CONCRETE SIDEWALK, 6" THICK, PER SPPWC STD. PLANS 112-2 AND 113-2.
(28) RECONSTRUCT EXISTING CURB DRAIN OR PARKWAY DRAIN PER SPPWC STD. PLAN 130-4.

PAVEMENT

(41) PROVIDE AND PLACE 6"-THICK CRUSHED MISCELLANEOUS BASE (CMB).
(42) CONSTRUCT 2"-THICK ARHM AC OVERLAY (C2-PG 64-10).
(43) CONSTRUCT 3/8" – THICK ARAM WITH CAPE SEAL (NO SLURRY)
(44) CONSTRUCT 3/4" – THICK MIN. HYRAP HMA SHALL BE MIX "F".
(45) CONSTRUCT 4"-THICK AC PAVEMENT (C2-PG 64-10). (2 LIFTS).

ADJUSTMENT/RELOCATION

(51) ADJUST EXISTING STORM DRAIN/SEWER/UTILITY MANHOLE/VAULT FRAME AND COVER TO FINISHED GRADE.
(52) ADJUST EXISTING WATER VALVE CAN AND COVER TO FINISHED GRADE.
(53) ADJUST EXISTING WATER METER BOX AND COVER TO FINISHED GRADE. REPLACE BROKEN COVER/BOX.
(54) RELOCATE CITY'S STREET LIGHT/ELECTRICAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.
(55) RELOCATE TRAFFIC SIGNAL PULL BOX AND COVER PER CITY ENGINEER'S DIRECTION.

BY OTHERS

(61) ADJUST EXISTING GAS VALVE CAN AND COVER TO FINISHED GRADE BY SOUTHERN CALIFORNIA GAS COMPANY.
(62) ADJUST EXISTING EDISON MANHOLE/VAULT FRAME AND COVER TO FINISHED GRADE BY EDISON.
(63) ADJUST EXISTING TELEPHONE MANHOLE FRAME AND COVER TO FINISHED GRADE BY TELEPHONE COMPANY.

LEGEND:

- PORTLAND CEMENT CONCRETE
- CRUSHED MISCELLANEOUS BASE (CMB)
- 2" DEEP COLD MILL & OVERLAY
- 0.75" – 0" MICRO MILL
- 3/4" – THICK HYRAP OVER 3/8" – THICK ARAM
- REMOVE AND REPLACE EXISTING AC PAVEMENT

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER — DATE

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

SCALE IN FEET
1 inch = 40 ft.
40 20 0 40

INFRASTRUCTURE ENGINEERS
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Brea, CA 92821
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DESIGNED BY: A. MOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: P. DORMAN DATE 11/17/21

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER — MASOUD JALALI TEHRANI — No. 54335 Exp. 12/31/21 — CIVIL — STATE OF CALIFORNIA

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

STREET IMPROVEMENT PLAN FOR
GENTRY ST. FROM GAGE AVE. TO CLARENDON AVE.

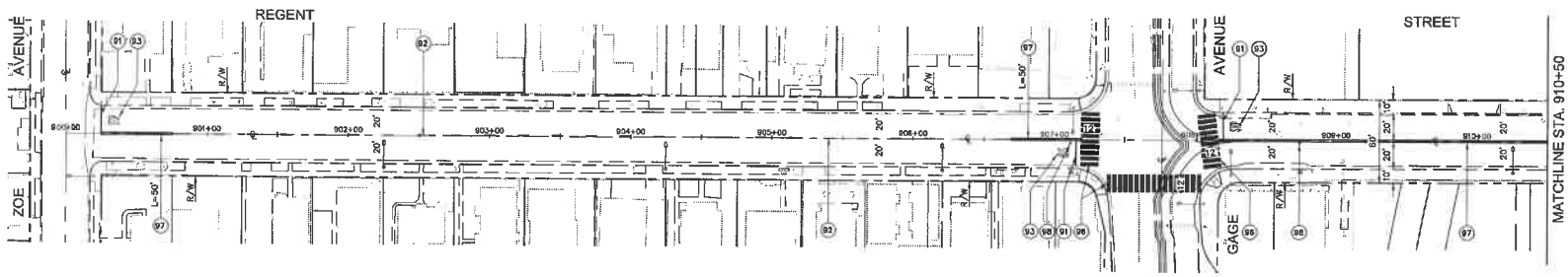
SHEET 10 OF 13 SHEETS — DWG. NO. C-10

5900.32

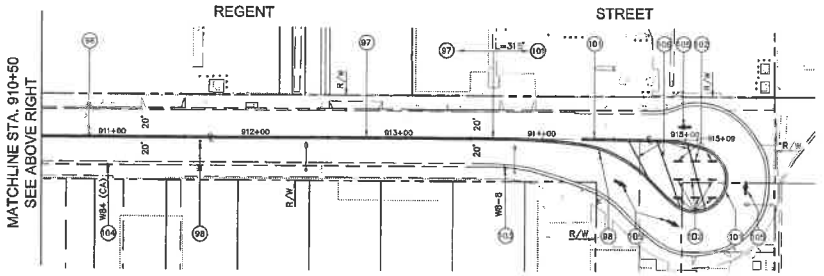
CONTACT 811 BEFORE YOU DIG — SAFE DIGGING FOR ALL

ENGINEERS
PROJECT
O:\Huntington Park\5900_32-SB1 St. Enhancement Project\Residential Street\C40\Sheets\BCB-SIP-SB01-590032 11/17/2021 4:55:23 PM Shawn Babekhorn

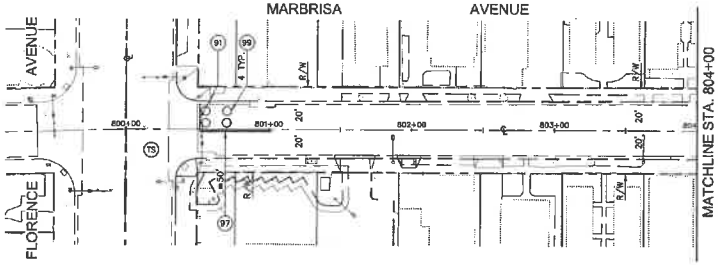
SB1 STREET ENHANCEMENT PROJECT FY 2020-21



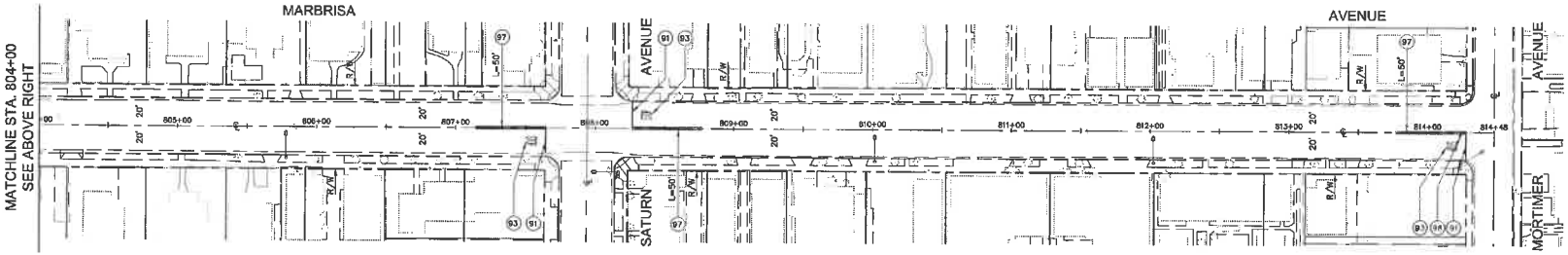
REGENT STREET - PLAN
SCALE 1"=40'



REGENT STREET - PLAN
SCALE 1"=40'



MARBRISA AVENUE - PLAN
SCALE 1"=40'



MARBRISA AVENUE - PLAN
SCALE 1"=40'

GENERAL STRIPING, MARKING AND SIGNING NOTES:

1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATION (LATEST EDITION).
2. REMOVAL OF ALL CONFLICTING LINE AND MARKINGS SHALL BE BY WET SANDBLASTING. THIS INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
3. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE.
4. CONTRACTOR SHALL REPAINT ALL EXISTING STRIPING AND MARKINGS 100 FEET IN EACH DIRECTION AT ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
5. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC UNLESS OTHERWISE INDICATED.
6. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS AND PROPERTY NUMBERS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.

TRAFFIC STRIPING, MARKING AND SIGNING NOTES:

(91) PLACE 12" WIDE WHITE LIMIT LINE, PER CALTRANS STD PLAN A24G.

(92) PLACE 6" WIDE YELLOW CENTERLINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 2.

(93) PLACE WHITE PAVEMENT MARKING WORDS PER CALTRANS STD PLAN A24D AND A24E.

(94) PLACE WHITE PAVEMENT MARKING SYMBOL AND/OR NUMERALS PER CALTRANS STD PLAN A24D AND A24C.

(95) PLACE WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F AND DETAIL B ON SHEET C-13.

(96) PLACE YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F AND DETAIL B ON SHEET C-13.

(97) PLACE DOUBLE YELLOW NO PASSING ZONE-TWO DIRECTIONS PER CALTRANS STD PLAN A20A DETAIL 22.

(98) PLACE RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.

(99) INSTALL LOOPS AS SHOWN, PER CALTRANS STD PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.

(100) PLACE 4" WIDE WHITE "I" OR CROSS TYPE PARKING SPACE MARKING PER DETAIL 3 ON SHEET C-13. TYPE PER PLAN AND DISTANCES TO BE MEASURED AND MATCHED WITH IN FIELD EXISTING PARKING SPACE MARKERS.

(101) PLACE DOUBLE YELLOW NO PASSING ZONE-TWO DIRECTIONS PER DETAIL 3 ON SHEET C-13.

(102) FURNISH AND INSTALL NEW 22'X12'X2.25" HEAVY DUTY RUBBER SPEED HUMP WITH BLACK & YELLOW STRIPES PER DETAIL 4 ON SHEET C-13.

(103) FURNISH AND INSTALL W8-8 SIGN WITH DIAMOND GRADE SHEETING ON NEW POST. IT SHALL FOLLOW THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

(104) FURNISH AND INSTALL W84 (CA) SIGN WITH DIAMOND GRADE SHEETING ON NEW POST. IT SHALL FOLLOW THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

(105) PAINT PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B AND A24C.

(106) PAINT DIAGONAL 6" YELLOW LINE.

LEGEND:

(TS) SIGNALIZED INTERSECTION

SCALE IN FEET
1 inch = 40 ft.

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
350 Bolton Street, Suite 256
Brea, CA 92821
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DESIGNED BY: A. MOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: F. DORRANI DATE: 11/17/21

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
No. 54235
Exp. 12/31/21
CIVIL
STATE OF CALIFORNIA

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER DATE

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

TRAFFIC STRIPING AND MARKINGS PLAN FOR
REGENT ST. FROM ZOE AVE. TO CUL-DE-SAC AND
MARBRISA AVE. FROM FLORENCE AVE. TO MORTIMER AVE.

SHEET 11 OF 13 SHEETS

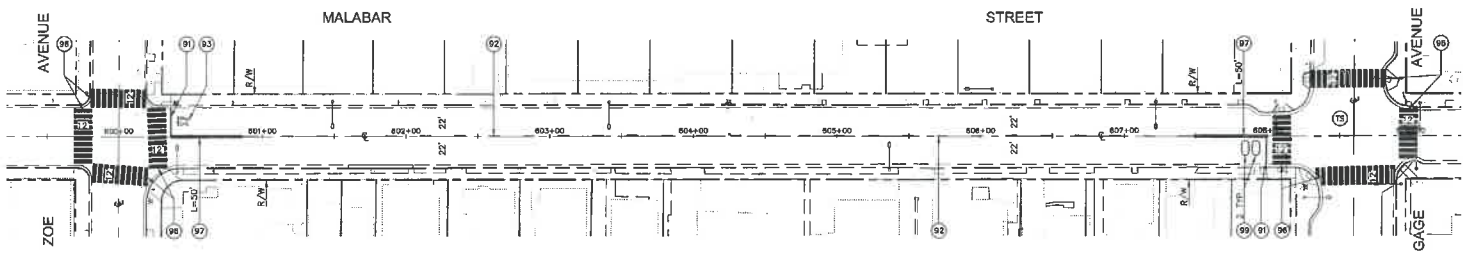
DWG. NO. C-11

6900.32

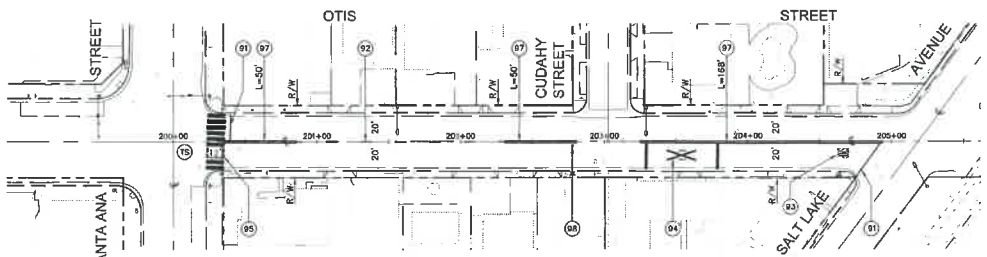
SB1 STREET ENHANCEMENT PROJECT FY 2020-21

CONTACT 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

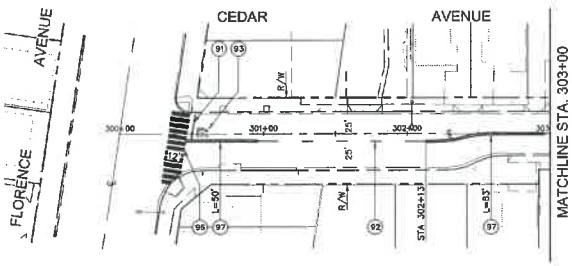
INFRASTRUCTURE ENGINEERS
G:\Huntington Park\6900.32-SB1 St. Enhancement Project\Residential Street\CAD\Sheets\6011-STR-SB01-690032 11/17/2021 4:22:17 PM Shawn Babakhanian



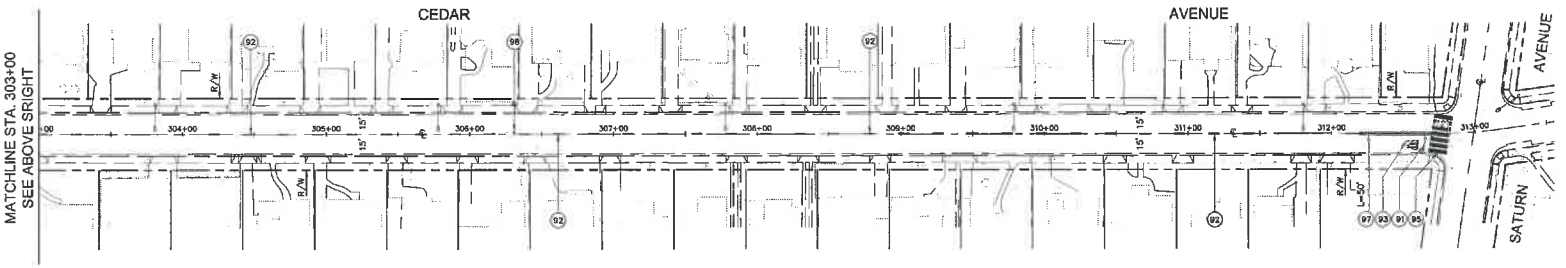
MALABAR STREET - PLAN
SCALE 1"=40'



OTIS STREET - PLAN
SCALE 1"=40'



CEDAR AVENUE - PLAN
SCALE 1"=40'



CEDAR AVENUE - PLAN
SCALE 1"=40'

GENERAL STRIPING, MARKING AND SIGNING NOTES:

1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATION (LATEST EDITION).
2. REMOVAL OF ALL CONFLICTING LINE AND MARKINGS SHALL BE BY WET SANDBLASTING. THIS INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
3. LANE WIDTHS SHALL BE MEASURED BETWEEN CENDELINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE.
4. CONTRACTOR SHALL REPAINT ALL EXISTING STRIPING AND MARKINGS 100 FEET IN EACH DIRECTION AT ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
5. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC UNLESS OTHERWISE INDICATED.
6. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS AND PROPERTY NUMBERS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.

TRAFFIC STRIPING, MARKING AND SIGNING NOTES:

(91) PLACE 12" WIDE WHITE LIMIT LINE, PER CALTRANS STD PLAN A24D.
(92) PLACE 8" WIDE YELLOW CENTERLINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 2.
(93) PLACE WHITE PAVEMENT MARKING WORDS PER CALTRANS STD PLAN A24D AND A24E.
(94) PLACE WHITE PAVEMENT MARKING SYMBOL AND/OR NUMERALS PER CALTRANS STD PLAN A24B AND A24C.
(95) PLACE WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F AND DETAIL 6 ON SHEET C-13.
(96) PLACE YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F AND DETAIL 6 ON SHEET C-13.
(97) PLACE DOUBLE YELLOW NO PASSING ZONE-TWO DIRECTIONS PER CALTRANS STD PLAN A20A DETAIL 22.
(98) PLACE RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
(99) INSTALL LOOPS AS SHOWN, PER CALTRANS STD PLAN ES-5A AND ES-5B. ADD NEW DLC TO EXISTING PULL BOX.
(100) PLACE 4" WIDE WHITE "T" OR CROSS TYPE PARKING SPACE MARKING PER DETAIL 3 ON SHEET C-13. TYPE PER PLAN AND DISTANCES TO BE MEASURED AND MATCHED WITH IN FIELD EXISTING PARKING SPACE MARKERS.
(101) PLACE DOUBLE YELLOW NO PASSING ZONE-TWO DIRECTIONS PER DETAIL 5 ON SHEET C-13.
(102) FURNISH AND INSTALL NEW 72"X12"X2.25" HEAVY DUTY RUBBER SPEED HUMP WITH BLACK & YELLOW STRIPES PER DETAIL 4 ON SHEET C-13.
(103) FURNISH AND INSTALL W6-3 SIGN WITH DIAMOND GRADE SHEETING ON NEW POST. IT SHALL FOLLOW THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
(104) FURNISH AND INSTALL W64 (CA) SIGN WITH DIAMOND GRADE SHEETING ON NEW POST. IT SHALL FOLLOW THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
(105) PAINT PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B AND A24C.
(106) PAINT DIAGONAL 6" YELLOW LINE.

LEGEND:

(TS) SIGNALIZED INTERSECTION

SCALE IN FEET
1 inch = 40 ft.

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
3660 Baldwin Blvd, Suite 203
Brea, CA 92821
Tel (714) 949-0100
Fax (714) 949-0200
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DESIGNED BY: A. MOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: F. CORRAL DATE: 11/17/21

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
No. 54235
Exp. 12/31/21
CIVIL
STATE OF CALIFORNIA

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER DATE

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

TRAFFIC STRIPING AND MARKINGS PLAN FOR MALABAR ST. FROM ZOE AVE. TO GAGE AVE., OTIS ST. FROM SANTA ANA ST. TO SALT LAKE AVE. AND CEDAR AVE. FROM FLORENCE AVE. TO SATURN AVE.

SHEET 12 OF 13 SHEETS DWG. NO. C-12

6900.32

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

INFRASTRUCTURE ENGINEERS
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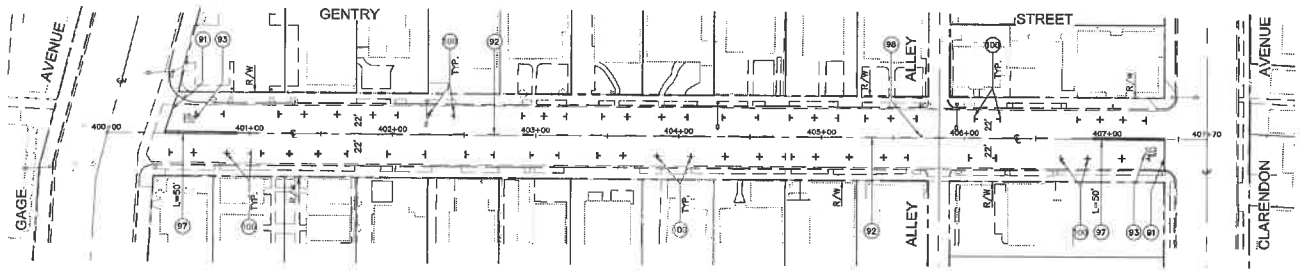
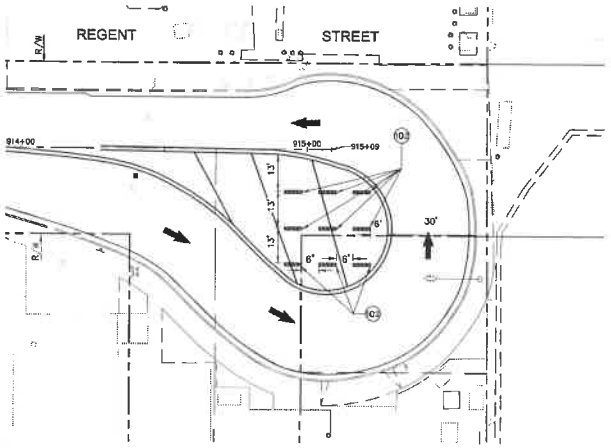
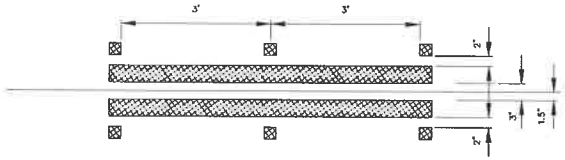


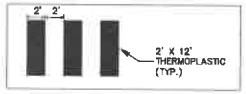
GENTRY STREET - PLAN
SCALE 1"=40'



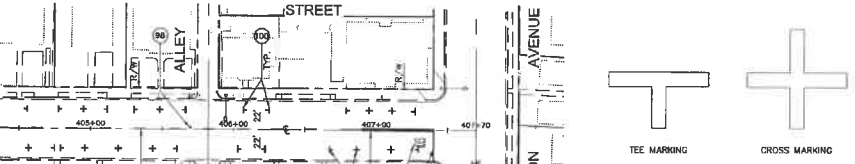
DETAIL 4 - HEAVY DUTY RUBBER SPEED HUMP
SCALE 1"=20'



DETAIL 5 - MODIFIED CALTRANS STD PLAN A20A DETAIL 22
NOT TO SCALE



DETAIL 6 - CALTRANS STD PLAN A24F
NOT TO SCALE



TEE MARKING CROSS MARKING

DETAIL 3 - PARKING SPACE MARKING
NOT TO SCALE

GENERAL STRIPING, MARKING AND SIGNING NOTES:

1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATION (LATEST EDITION).
2. REMOVAL OF ALL CONFLICTING LINE AND MARKINGS SHALL BE BY WET SANDBLASTING. THIS INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
3. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE.
4. CONTRACTOR SHALL REPAINT ALL EXISTING STRIPING AND MARKINGS 100 FEET IN EACH DIRECTION AT ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
5. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC UNLESS OTHERWISE INDICATED.
6. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS AND PROPERTY NUMBERS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.

TRAFFIC STRIPING, MARKING AND SIGNING NOTES:

(91) PLACE 12" WIDE WHITE LIMIT LINE, PER CALTRANS STD PLAN A24Q.
(92) PLACE 6" WIDE YELLOW CENTERLINE WITH REFLECTIVE MARKERS PER CALTRANS STD PLAN A20A DETAIL 2.
(93) PLACE WHITE PAVEMENT MARKING WORDS PER CALTRANS STD PLAN A24D AND A24C.
(94) PLACE WHITE PAVEMENT MARKING SYMBOL AND/OR NUMERALS PER CALTRANS STD PLAN A24B AND A24C.
(95) PLACE WHITE THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F AND DETAIL 6 ON SHEET C-13.
(96) PLACE YELLOW THERMOPLASTIC CONTINENTAL CROSSWALK, PER CALTRANS STD PLAN A24F AND DETAIL 6 ON SHEET C-13.
(97) PLACE DOUBLE YELLOW NO PASSING ZONE-TWO DIRECTIONS PER CALTRANS STD PLAN A20A DETAIL 22.
(98) PLACE RAISED BLUE REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT.
(99) INSTALL LOOPS AS SHOWN, PER CALTRANS STD PLAN ES-5A AND ES-5B. ADD NEW CLC TO EXISTING PULL BOX.
(100) PLACE 4" WIDE WHITE "T" OR CROSS TYPE PARKING SPACE MARKING PER DETAIL 3 ON SHEET C-13. TYPE PER PLAN AND DISTANCES TO BE MEASURED AND MATCHED WITH IN FIELD EXISTING PARKING SPACE MARKERS.
(101) PLACE DOUBLE YELLOW NO PASSING ZONE-TWO DIRECTIONS PER DETAIL 5 ON SHEET C-13.
(102) FURNISH AND INSTALL NEW 72"X12"X2-25" HEAVY DUTY RUBBER SPEED HUMP WITH BLACK & YELLOW STRIPES PER DETAIL 4 ON SHEET C-13.
(103) FURNISH AND INSTALL W8-8 SIGN WITH DIAMOND GRADE SHEETING ON NEW POST. IT SHALL FOLLOW THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
(104) FURNISH AND INSTALL W84 (CA) SIGN WITH DIAMOND GRADE SHEETING ON NEW POST. IT SHALL FOLLOW THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
(105) PAINT PAVEMENT MARKING ARROWS PER CALTRANS STD. PLAN A24A, A24B AND A24C.
(106) PAINT DIAGONAL 8" YELLOW LINE.

LEGEND:

(15) SIGNALIZED INTERSECTION

SB1 STREET ENHANCEMENT PROJECT FY 2020-21

INFRASTRUCTURE ENGINEERS
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20 10 0 20
SCALE IN FEET
1 Inch = 20 ft.

40 20 0 40
SCALE IN FEET
1 Inch = 40 ft.

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
3600 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 840-9200
Fax: (714) 840-9299
www.infrastructure-engineers.com

DESIGNED BY: A. MOUSAVI
DRAWN BY: B. PEREZ
CHECKED BY: T. CORRAINE DATE 11/17/21

UNDER THE SUPERVISION OF: REGISTERED PROFESSIONAL ENGINEER MARWAN ALAALY FARAMAWY No. 54235 Exp. 12/31/21 CIVIL STATE OF CALIFORNIA

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

YUNUS M. RAHI, P.E. - CITY ENGINEER DATE

SB1 STREET ENHANCEMENT PROJECT
FY 2020-21

TRAFFIC STRIPING AND MARKINGS PLAN FOR GENTRY ST. FROM GAGE AVE. TO CLARENDON AVE. AND DETAILS

SHEET 13 OF 13 SHEETS DWG. NO. C-13

8900.32

ATTACHMENT “B”

CITY OF HUNTINGTON PARK
CALIFORNIA

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

GRACIELA ORTIZ– MAYOR
EDUARDO "EDDIE" MARTINEZ – VICE MAYOR
KARINA MACIAS – COUNCIL MEMBER
MARILYN SANABRIA – COUNCIL MEMBER
MANUEL "MANNY" AVILA – COUNCIL MEMBER

RICARDO REYES - CITY MANAGER
CESAR ROLDAN – DIRECTOR OF PUBLIC WORKS

PREPARED BY:

INFRASTRUCTURE ENGINEERS

100% SUBMITTAL

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: 714-940-0100 Fax: 714-940-0700
Infrastructure Engineers Project No. 6900.32

Bid Opening: XXX X, at 2:00 PM
Engineer's Estimate: X,XXX,XXX.XX

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

BID SCHEDULE

- Bid Period - XXX XX, 2021 – XXX XX, 2021
- Bid Opening - XXX XX, 2021 at 2:00 PM
- Award of Contract - XXX XX, 2021

Proposals will be received at the office of the City Clerk, City Hall, City of Huntington Park, 6550 Miles Ave., Huntington Park, CA 90255 until **2:00 PM on XXX XX, 2020.**

These Specifications have been prepared
under the direction of:

_____

Amir Farahani P.E.

CITY OF HUNTINGTON PARK
CALIFORNIA

TO PROSPECTIVE BIDDERS:

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

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

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

Yunus Rahi, P.E.
City Engineer

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

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

NOTICE INVITING SEALED BIDS

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of HUNTINGTON PARK as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk, 6550 Miles Avenue, HUNTINGTON PARK, California 90255, up to the hour of **2:00 p.m. on XXX X, 2020**. They will be publicly opened in the City Council Chambers at **2:00 p.m.** on the above date.

Copies of the contract documents are available on the City's website (www.hpca.gov/bids.aspx). In order to be on the Plan Holder's List for this project, each bidder must submit a Bidders Information Sheet to eescobar@infengr.com. **Bids will not be accepted unless the bidder is on the Plan Holder's List. All questions from Plan Holder are to be posted on the website and copied to the above email address.**

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

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

3. The project is subject to compliance monitoring and enforcement by the DIR.

4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

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

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

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

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

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

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

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

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

The contract period for this project is **one hundred and forty-five (145) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of HUNTINGTON PARK, California

Sergio Infanzon, Acting City Clerk

INSTRUCTIONS TO BIDDERS

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

PROPOSAL FORMS

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

PROPOSAL GUARANTEE

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

DELIVERY OF PROPOSAL

Two (2) copies of the proposal shall be enclosed in a sealed envelope plainly marked on the outside, **"SB1 STREET ENHANCEMENT PROJECT, FY 2020/2021, PROJECT NO. 2020-01, IN THE CITY OF HUNTINGTON PARK"** – DO NOT SEND WITH REGULAR MAIL. Proposals may be mailed AND RETURN RECEIPT is required or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY'S Purchasing Officials prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered and are automatically disqualified.

WITHDRAWAL OF PROPOSALS

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

IRREGULAR PROPOSALS

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

TAXES

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

DISQUALIFICATION OF BIDDERS

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

EQUIVALENT MATERIALS

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

LEGAL RESPONSIBILITIES

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

AWARD OF CONTRACT

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

SURETY BOND PERIOD

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

PROPOSAL

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

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

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

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		
2	Provide Traffic Control	LS	1		
3	Sawcut and Remove Existing Concrete Sidewalk	SF	2,458		
4	Sawcut and Remove Existing Concrete Driveway	SF	917		
5	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" Depth)	SF	35,215		
6	Micro Mill Existing Asphalt Concrete (AC) Pavement (3/4" to 0" Depth)	SF	86,303		
7	Sawcut and Remove Existing AC Pavement, Base, Subbase and Native Soil to provide clear depth	CY	66		
8	Sawcut and Remove Existing Concrete Curb and Gutter	LF	324		
9	Sawcut and Remove Existing Concrete Curb Ramp	EA	16		
10	Prune Root Existing Tree and Install Root Barrier	EA	3		
11	Construct Concrete 4" Thick Sidewalk	SF	2,473		

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
12	Construct 6" Thick Sidewalk	SF	295		
13	Construct Concrete Driveway	SF	863		
14	Construct Concrete Curb and Gutter	LF	324		
15	Construct Concrete Curb Ramp	EA	16		
16	Provide and Place Crushed Miscellaneous Base (CMB)	TON	25		
17	Construct 2" Thick ARHM AC Overlay (C2-PG 64-10)	TON	426		
18	Construct 4" Thick ARHM AC Overlay (C2-PG 64-10)	TON	43		
19	Construct HyRAP Asphalt Pavement (3/4"-Thick)	TON	958		
20	Construct Asphalt Rubber and Aggregate Membrane (ARAM) (3/8"-Thick)	TON	479		
21	Furnish and Install New Sign & Post	EA	2		
22	Furnish and Install 72" X 12" x 2.25" Rubber speed Humps with appurtenances	EA	9		
23	Reconstruct Existing Curb Drain	EA	1		
24	Adjust Existing Storm Drain/ Sewer/ Utility Manhole Frames and Covers to Finished Grade	EA	13		
25	Adjust Existing Water Valve Can and Cover to Finished Grade	EA	15		
26	Adjust Existing Water Meter Box and Cover to Finished Grade	EA	1		
27	Relocate City's Street Light/Electrical Pull Box and Cover	EA	2		
28	Furnish and Install Traffic Signal Loop Detectors, Type E and Type Q and Add new DLC to Existing Pull Box	EA	6		
29	Set Up and Operate Sewage Bypass System, then Remove System. Insert Lining on 8" Sewer Pipe Line	EA	1		
30	Install Traffic Striping, Markings, Curb Painting, and Signs	LS	1		
31	Provide Construction Survey, Re-establish Survey Monuments and Centerline Ties	LS	1		
32	Install Public Improvement Project Signs	EA	12		

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
33	Provide Erosion Control and BMPs	LS	1		
34	Provide Soil and Pavement Testing Services as Directed by the Engineer - Allowance	LS	1	$20,000	$20,000
35	Furnish & Install 8" PVC-900 Water Main	LF	1,352		
36	Furnish & Install 12" PVC-900 Water Main	LF	10		
37	Furnish & Install New 6" D.I Resilient=Wedge Valve	EA	5		
38	Furnish & Install New 8" D.I Resilient=Wedge Valve	EA	16		
39	Furnish & Install New 12" D.I Resilient=Wedge Valve	EA	4		
40	Remove Existing Water Meter Box and Service Line and Construct New 1" Water Service Line, Install New Meter and Meter Box (Provided by the City)	EA	17		
41	Remove Existing Fire Hydrant Assembly and Service Line and Construct New Fire Hydrant Assembly and Service Line	EA	3		
42	Construct New Fire Hydrant Assembly and Service Line	EA	2		
43	Abandon and Slurry Fill Existing Water Line and Appurtenances	LS	1		
44	Encase Water Line	LF	76		
TOTAL AMOUNT BID IN FIGURES				$	

TOTAL AMOUNT BID IN WORDS:

_____

_____ Dollars

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

_____

Bidder's Signature Title

Company Name

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT

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

REFERENCES

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

1. _____
Name and Address of Agency

_____
Name and telephone number of person familiar with project

_____
Contract amount Type of work Date completed

2. _____
Name and Address of Agency

_____
Name and telephone number of person familiar with project

_____
Contract amount Type of work Date completed

3. _____
Name and Address of Agency

_____
Name and telephone number of person familiar with project

_____
Contract amount Type of work Date completed

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

_____

_____

_____

_____

_____

_____

_____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

_____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

_____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20___.

BIDDER_____

_____

_____

_____

_____

_____

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

_____
Signature of Contractor's Representative

_____
Printed Name

_____
Title

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

NOTARY PUBLIC _____

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

PROPOSAL GUARANTEE
BID BOND

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that _____ _____, as BIDDER, and _____ _____, as SURETY, are held and firmly bound unto the City of Huntington Park, as AGENCY, in the penal sum of _____ _____ _____ dollars ($_____), which is ten percent of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this _____ day of _____, 20____.

BIDDER* _____

_____

SURETY*_____

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

NOTARY PUBLIC _____

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes_____ No_____

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

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

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

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

_____

_____

_____ Dollars

($_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

_____

_____
Bidder

CONTRACTOR SERVICES AGREEMENT
(CONTRACTOR'S NAME) for the
SB1 STREET ENHANCEMENT PROJECT – FY 2020/2021
Project No. 2020-01

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this _____ **day of** _____ **2021** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and _____ (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 _____**, 2021 to** _____**, 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", in accordance with the compensation schedule which is exhibit B (hereafter, the "approval rate schedule").**

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the

budgeted aggregate sum of **$**_____ (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 **Sixty (60) calendar days** 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 Two Million Dollars ($2,000,000.00) 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.

D. Pollution Liability Insurance: CONTRACTOR shall procure pollution liability insurance with a limit of Three Million Dollars ($3,000,000.00) per claim and aggregate.

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

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

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

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

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

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 Z

iii. E

iv. commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

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

D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a

waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;

iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONTRACTOR:

_____
_____
_____
_____
Phone: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one 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:

_____
By: Ricardo Reyes
City Manager

Date: _____

(CONTRACTOR):

_____

By: _____

_____

Date: _____

ATTEST:

By: _____
Sergio Infanzon, Acting City Clerk

Date: _____

APPROVED AS TO FORM:

_____
By: City Attorney

Date: _____

INSURANCE REQUIREMENTS FOR

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
  - **$2,000,000** per occurrence and **$4,000,000** general aggregate; or
  - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than **$2,000,000** per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)

- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **$2,000,000** per accident for bodily injury or disease. (Note – required only if vendor has employees)

  Special Events serving/selling alcohol must also include **Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the entity.

Certificate Holder:

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

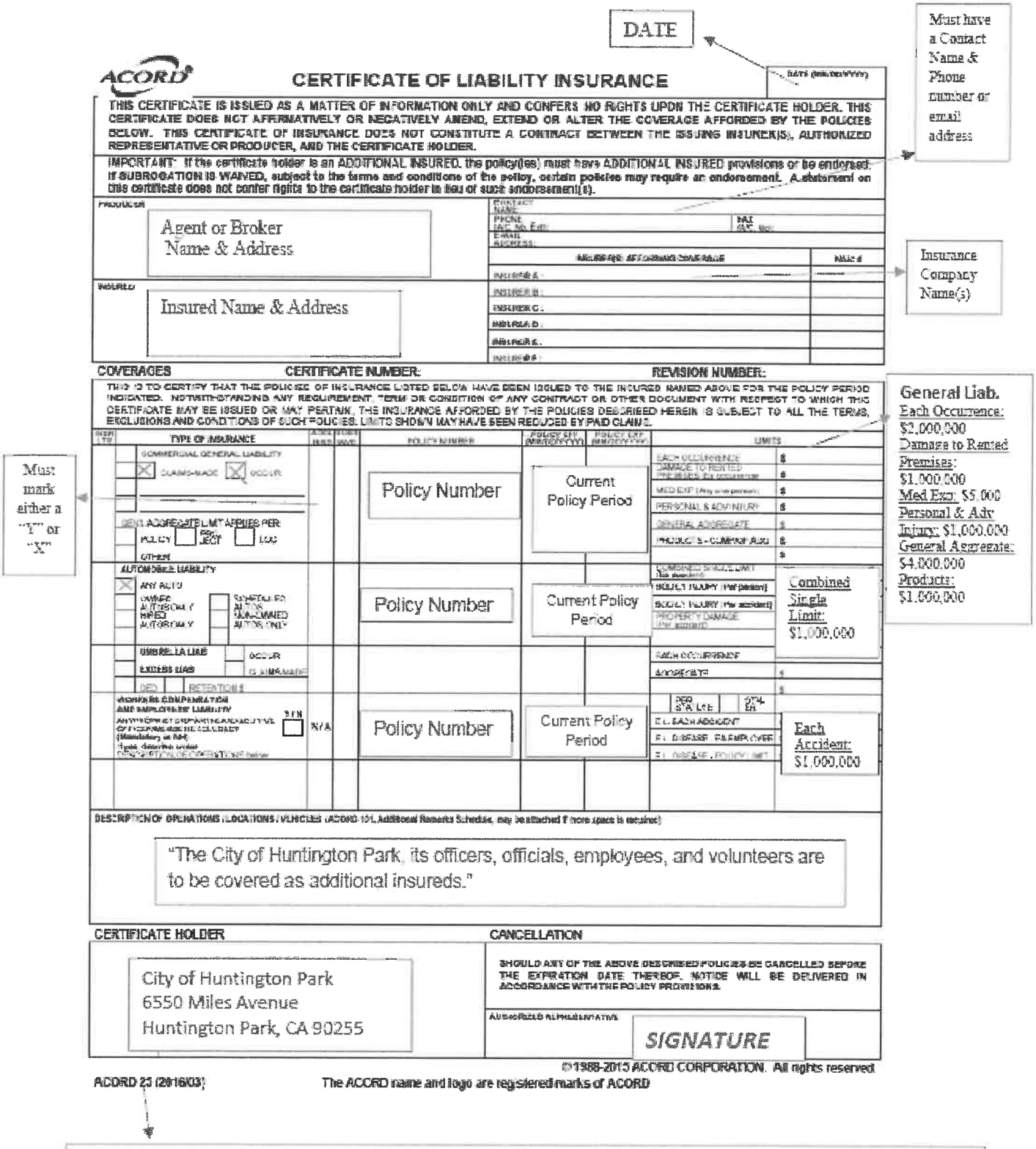
Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM CERTIFICATE OF LIABILITY.

SUBJECT TO CHANGE ACCORDING TO EVENT



Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will **NOT** be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions.

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

FAITHFUL PERFORMANCE BOND

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that _____ _____ as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, as AGENCY, in the penal sum of _____ _____ dollars ($_____), which is one-hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

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

CONTRACTOR* _____

_____

SURETY* _____

_____

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

NOTARY PUBLIC _____

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

MATERIAL AND LABOR BOND

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that _____ _____, as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, as AGENCY , in the penal sum of

_____ _____ dollars ($ _____), which is fifty percent (50%) of the total contract amount for the above stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alteration made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____ day of _____, 2020.

CONTRACTOR* _____

_____

SURETY* _____

_____

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

NOTARY PUBLIC _____

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

GENERAL SPECIFICATIONS

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals to perform the work shown in the Plans, Specifications, and contract documents. The general items of work include, but not limited to: trenching, pipe layout, backfilling, pipe abandonment, demolition of existing improvements, grading, relocation of utilities, construction of concrete improvements like sidewalks, curb and gutters, curb ramps, driveways, catch basins; cold milling, concrete and asphalt paving, placement and connection of traffic signal equipment and other improvements as shown on Plans and described in these specifications.

LOCATION OF WORK

The general locations and limits of the work are as follows:

- **REGENT STREET FROM ZOE AVENUE TO CUL-DE-SAC**
- **MARBRISA AVENUE FROM FLORENCE AVENUE TO MORTIMER AVENUE**
- **MALBAR STREET FROM ZOE AVENUE TO GAGE AVENUE**
- **GENTRY STREET FROM GAGE AVENUE TO CLARENDON AVENUE**
- **CEDAR STREET FROM FLORENCE AVENUE TO SATURN AVENUE**
- **OTIS STREET FROM SANTA ANA STREET TO SALT LAKE AVENUE**
- **MILES AVENUE FROM FLORENCE AVENUE TO CITY LIMIT**
- **SANTA FE AVENUE FROM FLORENCE AVENUE TO 58TH STREET**

TIME FOR COMPLETION

The Contractor shall complete all construction work in every detail within **one hundred and forty-five (145) working days** after the date in the Notice to Proceed to be issued by the City for the awarded improvements.

NOTIFICATION

The Contractor shall notify the City of HUNTINGTON PARK and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following

list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF HUNTINGTON PARK DEPT OF PUBLIC WORKS	(323) 582-6161
AIRTOUCH CELLULAR JOHN CROSSE	714-751-5261 vzwresearch@cableee
AT&T JOSEPH FORKERT	510-645-2929 joef@forkertengineering.com
AT&T TRANSMISSION MARIA GUZMAN	213-787-9996 mg1371@aat.com
CALIFORNIA WATER SERVICE PHILIP DELGADO	323-491-6715 pdelgado@calwater.com
CHEVRON DAVE ZERKER JASON DOWNS	310-669-4021 310-669-4014 jasondowns@chevron.com
CITY OF LOS ANGELES RECORDS SECTION	213-847-1498
CITY OF VERNON MICHAEL DEFRANK	323-583-8811
CENTRAL BASIN MWD JACQUE KOONTZ	323-201-5528 jacquek@centralbasin.org
CROWN CASTLE - LA & VEN REBECCA CALDWELL	888-632-0931 fiber.dig@crowncastle.com
GOLDEN STATE WATER RAY BURKE	562-907-9200 ray.burke@gswater.com
INFRAMARK	323-587-5969
LOS ANGELES COUNTY DEPT OF PUBLIC WORKS MAHDAD DERAKHSHANI	626-458-7136 mderakas@dpw.lacounty.gov
LOS ANGELES COUNTY SANITATION DISTRICT CHRISTINE GURGA	562-908-4288 EXT 1205 engineeringcounter@lasd.org
LOS ANGELES DEPARTMENT OF WATER & POWER	213-367-2659

UNDERGROUND STRUCTURE

LEVEL 3 COMMUNICATIONS AREA REPRESENTATIVE	877-366-8344 relo@centurylink.com
MAYWOOD MUTUAL WATER MONTE JEWETT STEVEN ROJO	323-581-5816 323-560-2439 maywoodgm@la.twcbc.com
MCI (VERIZON BUSINESS) DEAN BOYERS	469-886-4238 investigations@verizon.com
METROPOLITAN WATER DISTRICT SUBSTRUCTURES TEAM	213-728-2371
PLAINS ALL AMERICAN PIPELINE PAULA BAWDEN	562-728-2371 pjbawden@paalp.com
SOCAL GAS - HUNTINGTON PARK LUIS RAMIREZ SOCAL GAS - DISTRIBUTION JOEL CANIZALEZ	310-687-2090 lramirez5@semprautilities.com 818-701-3448 northwestdistributionutilityrequest@semprautilities.com
SOCAL GAS - OLYMPIC TRANSMISSION	818-701-4546 socalgastransmissionutilityrequest@semprautilities.com
SOUTHERN CALIFORNIA EDISON REGINA GONZALES	323-720-5298 und@sce.com
SPECTRUM THOMAS LOPEZ	626-430-3546
SPRINT TIBOR LAKY	800-659-9698 tibor.x.laky@sprint.com
TORRANCE LOGISTICS CO/PBF ENERGY ADRIANE SIMON	714-880-1655 adriane.simon@pbfenergy.com
TESORO REFINING & MARKETING CO ANDEAVOR THIRD PARTY REQUESTS	714-880-1655
UNITED PACIFIC WASTE (TRASH COMPANY)	866-699-7600
WALNUT PARK MUTUAL WATER COMPANY	323-585-7321
ZAYO FNA ABOVENET	443-403-2023

GEORGE HUSS george.huss@zayo.com

UNDERGROUND SERVICE ALERT 800-422-4133 Tel
909-808-8101 Fax

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications and Standard Plans of the AGENCY are contained in the Latest Edition, including the current Supplement, of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, CA 92802, telephone (714) 517-0970.

The AGENCY also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans). These Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The AGENCY also uses the Standard Specifications and plans of American Water Works Association (AWWA) and the LA County Waterworks Districts (LACWD). These Standard Specifications and Plans are available at www.awwa.org and from LA County respectively.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

NIGHT AND WEEKEND WORK

The AGENCY at its option reserves the right to direct the contractor to grind and pave at night time including Saturdays and Sundays at no cost to the AGENCY. The contractor shall not be allowed any extra compensation or price adjustment if the AGENCY directs him/her to work night shifts including Saturdays and Sundays.

SPECIAL PROVISIONS

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

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SPECIAL PROVISIONS
PART 1 – GENERAL

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

The work for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), latest Edition (hereinafter referred to as the "General Provisions"), in so far as the same applies to the Project, the Standard Plans, the AWWA specifications and standard plans, the LACWD standard plans and the Contract Documents.

For purposes of this Project, the following General Provisions are amended, as follows:

SECTION 1 – GENERAL

The following additions/modifications are hereby made to Subsection 1-2 of the Standard Specifications:

1-2 TERMS AND DEFINITIONS.

AGENCY:	City of HUNTINGTON PARK
Board:	City Council of the City of HUNTINGTON PARK
Caltrans:	State of California, Department of Transportation
County:	County of Los Angeles
Engineer:	The City Engineer of the City of HUNTINGTON PARK or his authorized representative
Federal:	United States of America
Contractor:	The word Contractor means the Contractor as defined herein or his/her authorized representative.

Working Day: The Contractor's activities shall be confined to the hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate

hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

1-7 AWARD AND EXECUTION OF CONTRACT.

Subsection 1-7 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY's notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

1-7.2 Contract Bonds.

The second sentence of the fourth paragraph of Subsection 1-7.2 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 1.7-2 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

The text of Subsection 2-2 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

The whole paragraph of Section 3-2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.
The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the

work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

The following is added to the General Specifications:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

3-10 SURVEYING.

3-10.1 General.

This subsection of the Standard Specifications is hereby deleted and replaced with the following: The Contractor will furnish a Surveyor as needed for layout of the work and the resetting of monuments and shall be considered as paid for in the various Bid items and no additional compensation shall be allowed thereafter.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.1 General.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers, and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

The liability insurance coverage values are hereby amended to be:

Insurance Coverage Requirements	Limit Requirements
Comprehensive General Liability	$2,000,000
Product/Completed Operations Hazard	$2,000,000
Comprehensive Automobile Liability	$2,000,000
Contractual General Liability	$2,000,000
Worker's Compensation	Statute

A combined single limit policy with aggregate limits in the amount of $4,000,000 will be considered equivalent to the required minimum limits. A pro forma copy of the policy(s) shall be submitted to the City. A certificate of endorsement naming the City and its Agents as additional insured identifying the coverage limits, dates of coverage insurance provided, and project number is required.

5-7 SAFETY.

5-7.1 Work Site Safety.
5-7.1.1 General.

Subsection 5-7.1.1 is hereby added to Section 5 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-2 PROSECUTION OF THE WORK.

The following is hereby added to this subsection of the Standard Specifications:

6-2.1 A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel

6-2.2 All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed "package" equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

6-2.3 All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

6-2.4 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

6-2.5 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

6-2.6 The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of HUNTINGTON PARK Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 8:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.

6-2.7 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

6-2.8 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

6-2.9 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

6-2.10 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

6-2.11 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

6-2.12 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

6-2.13 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

6-2.14 Caltrans Standard Specifications (Sections 7 and 42) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.

6-2.15 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

6-2.16 If practical, implement project noise abatement features prior to construction.

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **one hundred and forty-five (145) working days**.

6-9 LIQUIDATED DAMAGES.

The liquidated damages value is hereby amended to be **$1,2500.00 per day.**

SECTION 7 – MEAUSREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment.

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Sureties eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

(a) The amount of surety to be deposited;

(b) The terms and conditions of conversion to cash in case of default of the Contractor; and

(c) The termination of the escrow upon completion of the contract.

7-3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

SECTION 8 – FACILITIES FOR AGENCY

8-1 GENERAL.

The following is hereby added to this Subsection 8-1 of the Standard Specifications:

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of HUNTINGTON PARK and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, "Latest Edition and Supplement".

Los Angeles County Public Works Department – Greybook and all plans except those modified or replaced by City Standards.

Los Angeles County Waterworks District - Applicable water.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The latest edition of, and applicable amendments to, the "Standard Specifications for Public Works Construction (SSPWC)."

California Manual on Traffic Control Devices (CA-MUTCD), "Latest Edition".

American Water Works Association (AWWA), "Latest Edition".

SECTION 400 – PROTECT AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Reallocations, repairs, replacements, or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

400-2 PERMANENT SURVEY MARKERS.

The following is added after the first paragraph of this subsection of the Standard Specifications:

The Contractor shall reset distributed monuments and provide a Corner Record Survey filed with the County Surveyor and City engineer. Corner Record Surveys shall be completed by a Surveyor licensed in the State of California to practice surveying.

SECTION 402 - UTILITIES

402-1 LOCATION.

The agency did not perform any utility investigation. The Contractor shall be responsible to contact USA to mark all utilities and shall conduct this operation to protect all marked utilities in place. Any damaged utility line shall be repaired at the contractor sole expense. The price for protecting all utilities in place shall be considered as paid for in the various Bid items and no additional compensation shall be allowed thereafter

SECTION 600 – ACCESS

600-1 GENERAL.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access. Vehicular access to the property shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

600-2 VEHICULAR ACCESS.

There are some driveways that require replacement in order to be American with Disabilities Act (ADA) compliant. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

Under situations of driveway closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the Agency.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

This subsection is added to section 600-1 of the Standard Specifications:

Street closures will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES.

601-3.6 Channelizing Devices.
601-3.6.1 General.

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

601-3.7 Traffic Sign Enhancement Devices.
601-3.7.1 General.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor, and deduct same from the next progress payment

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES.

601-5.2 Lane Widths.

At least one twelve-foot wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic control plan to the City, signed by a registered traffic or civil engineer in the state of California, and obtain approval of same in writing from the City Engineer. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

601-5.3 Clearances.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

SPECIAL PROVISION
PART 2 – BID ITEM DESCRIPTIONS

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021
PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

Sections 7-3.5.2 "Increase of more than 25 percent" and 7-3.5.3 "Decrease of more than 25 percent" are hereby deleted. Payments for all bid Items shall be based on field measurements at the contract bid price and no additional payment shall be allowed.

The Contractor shall mobilize to start the project 10 working days from the award of the contract. The agency shall be counting the working days from the said date.

Bid Item No. 1 – Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)

Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

Payment for **Mobilization/Demobilization** shall be included in the **Lump Sum (LS) Price** is and shall be considered full compensation for obtaining all business licenses and permits,

as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of HUNTINGTON PARK; and complying with the requirements specified in those licenses and permits; coordination, clearing and grubbing, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 2 – Provide Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of 600 and 601 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

1) 5 feet to any excavation,
2) 2 feet to curbs or temporary concrete barriers,
3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency's execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The "NO PARKING" signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) "Public Notice" to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City.

Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door know. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, HUNTINGTON PARK Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars ($100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 7-10 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

No open trenches shall be allowed overnight without steel plates cover.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform Traffic Control Devices", CA MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on

that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period. If any Traffic Control is required within a 100 ft from a signalized intersection, the contractor shall submit a Traffic Control Plan.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 601 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1.Notification Signs.
2.Existing and temporary lane lines.
3.Dimensions of the work zone and street improvements.
4.Advance warning signs.
5.Delineators
6.Lighting, for nighttime work

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1.That the plan will conform to "California Manual on Uniform Traffic Control Devices", CA-MUTCD.
2.Emergency contact person and phone number.
3.Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City Engineer prior to beginning any removals.

The Contractor shall cooperate with the City Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of HUNTINGTON PARK.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary

pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City. Contractor may submit a request to the City to allow overnight parking of construction equipment at the construction site, the City may or may not approve such request, on a case by cases basis.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall not be less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be forty-two (42) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

	Dry Reflective Value		
Angle of Incidence	4°	5°	30°
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended.
The outer section of the portion above the base of the once shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES
The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate with businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

Payment for **Providing Traffic Control** shall be included in the **Lump Sum (LS) Price** base shall be considered full compensation for providing safe traffic control, preparing and providing traffic control plan during the project, temporary striping, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of HUNTINGTON PARK; and complying with the requirements specified in those licenses and permits, coordination,; and incidentals necessary to perform all related items of work.

Bid Item No. 3 – Sawcut and Remove Existing Concrete Sidewalk

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete sidewalk and sub-grade compaction. Removal of concrete sidewalk as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 401-3.2 of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete sidewalk is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete sidewalks shall be to the lines shown on Plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

This item shall include root clearing and/or tree root removal of the sections immediately adjacent and underneath sidewalk in order to bring new sidewalk to final finish grade. Full compensation for root clearing and tree root removal shall be included in the unit price of sidewalk and no further compensation shall be made.

Payment for **Sawcutting and Removal of Existing Concrete Sidewalk** shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 4 – Sawcut and Remove Existing Concrete Driveway

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete driveway, adjacent curb and gutter, two-foot wide strip of AC Pavement for forming and related adjacent areas needed to construct a new driveway. Removal of concrete driveway approach as shown in the Contract Drawings and as directed in the field by the Engineer shall be in conformance to Subsection 401-3.2 of the Standard Specifications for Public Works Construction and the rules outlined herein about endeavoring to maintain operational access of a driveway.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Driveway is constructed. Generally, sawcuts shall be on existing joints or score mark.

Payment for **Sawcutting and Removal of Existing Concrete Driveway Approach** (or portion thereof) shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Per Standard Plan 110-2 for Driveway aprons, Curb and Gutter adjacent to Driveway aprons is included as part of the apron as a square foot quantity. Removal of two-foot wide strip of AC pavement along curb and gutter is included in this removal bid item and no additional compensation will be allowed.

Bid Item No. 5 – Cold Mill Existing Asphalt Concrete (AC) Pavement (2" Depth)
Bid Item No. 6 – Micro Mill Existing Asphalt Concrete (AC) Pavement (3/4" to 0" Depth)

The following is applicable for all cold milling. Cold milling shall conform to the provisions of Section 404 of the Standard Specifications for Public Works Construction. The Contractor shall cold mill existing asphalt concrete (AC) pavement to the depth required for the placement of new pavement as shown on the Plans and as directed in the field by the Engineer. All work shall be completed in accordance with lines and grades, and typical cross-sections shown on the drawings. Any extra cold milling beyond the shown limits shall be at the Contractor's expense.

All existing asphalt concrete (AC) pavement to join new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements, protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

It is the Contractor's responsibility to perform whatever additional exploration is necessary to avoid causing any damage to the existing utilities under the work area. Any damage done by the Contractor shall be repaired or replace as called out in Section 400 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete (AC) pavement to facilitate its removal. Any sawcutting shall be accomplished by the use of a power-driven saw to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

During the cold milling operation, the Contractor shall remove all loosened materials from milled areas, haul away and dispose of them at a legal site and submit evidence of the proper disposal to the City of Huntington Park. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with recycled water (if available) or other means as necessary.

Any petromat found during grinding shall be removed by scraping and by burning it with a torch.

The Contractor shall be responsible to assume the cost of removing, hauling, recycling and any other incidental of any petromat found during grinding operation and no adjustment on the Bid price shall be made. Also, The Contractor shall remove all asphalt residuals along existing gutter.

Crack Sealing (Not a Bid item)

After the completion of the cold milling operation, ¼" **wide** cracks and larger shall be cleaned by hot air blowing to provide intact bonding surfaces which are free of moisture and debris. After the cracks have been properly cleaned, they shall be sprayed with an approved soil sterilant, and then filled with SS-1H asphaltic emulsion and sanded. Cracks and pop-outs **larger than 1" wide** shall be sealed with a D2-SC-800 stockpile mix.

Payment for Cold/Micro Milling of Existing Asphalt Concrete (AC) Pavement shall be paid for at the price bid per **Square Foot (SF)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of asphalt concrete materials excavated or grinded, grade for the base, crack sealing, compaction and no additional compensation will be allowed therefore.

Bid Item No. 7 – Sawcut and Remove Existing AC Pavement, Base, Subbase and Native Soil to Provide Clear Depth

This Bid Item shall conform to Subsection 300-1.3 of the Standard Specifications and shall include all labor, material and equipment required to include the following items of work:
A. Sawcutting and removal by excavation of existing asphalt concrete (AC) pavement and underlying materials excavated to a depth required for the placement of a new pavement

section and sub-base as shown on the project drawings. The excavation shall include, but is not limited to, the subgrade native soils. All work shall be completed in accordance with these specifications, the lines and grades, and typical cross-sections shown on the drawings. The underlying materials which are removed from excavations beneath the existing AC pavement shall be inspected by the City Engineer prior to performing over excavation.

B. Removal of materials resulting from milling, excavation, shall be legally disposed of legally debris, shrubs, rubbish and excess material.

C. Maintaining dust control at all times by watering.

D. Removal and disposal of any additional items not specifically mentioned herein, which may be found within the work limits or are shown on the plans to be removed and disposed off legally.

E. Removal and disposal of unnamed concrete improvements.

F. Restoration and clean-up of the site.

G. Providing for traffic control and maintenance of access to driveways, security and safety including signs, barricades, covers, steel plates and/or chain link fencing as necessary.

H. Protecting in place of existing water mains, sewers, storm drains, meters, valve covers, walls, fences, curbs, fire hydrant, telephone and power poles, and other existing structures.

I. Removing and restoring or relocating all sprinkler lines, heads, valves, etc. interfering with construction of improvements.

J. All materials removed shall be lawfully disposed of at a site secured by the Contractor. The Contractor will make every effort to recycle excavated and demolition materials. The Contractor shall provide the City Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion.

K. No excavated or demolished materials shall be left in the public right of way overnight.

It is the Contractor's responsibility to do whatever subsurface exploration is required to do a complete bid covering the cost of removal to the grades required.

The Contractor shall also be aware of existing Petromat fabric material under the existing pavement when removing the pavement. Pavement fabric, such as Petromat, shall be removed and disposed of, as required.

The Contractor shall also be aware of existing Macadam material under the existing pavement when removing the pavement.

The Contractor shall prepare the subgrade in accordance with the Specifications and to the satisfaction of the City Engineer, prior to placing new pavement. This item shall include excavation, backfill, disposal of excess materials and fine grading required to establish the grades shown on the Project Plans.

The subgrade preparation shall conform to Section **301-1** of the Standard Specifications. Unless otherwise specified, soil in the paved area shall be compacted to a relative compaction of **ninety-five (95) percent** in layers not to exceed **six (6)** inches of subgrade prior to placement of gravel base and the remainder shall be **ninety-five (95)** percent by a suitable means of compaction.

All existing asphalt concrete (AC) pavement that is to be joined by new construction shall be saw-cut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in-place. Any damage done by the Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete or cement concrete to facilitate its removal. Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

Payment for **Removal of Existing AC Pavement, Base, Subbase and Native Soil** shall be at the contract unit price per **Cubic Yard (CY)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of unsuitable materials, grade for the base, compaction and no additional compensation will be allowed therefor. Payment for the removal of Macadam and/or Petromat fabric material shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 8 – Sawcut and Remove Existing Concrete Curb & Gutter

This Bid Item shall include all labor, material and equipment required to remove existing concrete curb and/or gutter, base and native soil to provide clear area for construction of new improvements. Removal of concrete curb and/or gutter as shown on the Contract Drawings, shall conform to Subsection 401-3.2 of the Reference Specification of the Standard Specifications.

All necessary sawcutting of existing concrete shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made. All materials to be removed as indicated on the plans shall be disposed of at a legal site.

Payment for **Sawcut and Remove Existing Concrete Curb or Curb & Gutter** shall be paid

for at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, sawcutting, hauling, disposing, and incidentals for doing all the work involved complete in place.

Bid Item No. 9 – Sawcut and Remove Existing Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb ramp, adjacent sidewalk, ramping transition with concrete curbs, curb and/or gutter, paving as required for forming, planting area, base, sub base, native and all existing improvements to provide clear area for construction of new curb ramp; also shall include transitions to comply with ADA requirements. Removal of concrete curb ramp as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 401-3.2 and 300-2 of the Standard Specifications for Public Works Construction.

Several locations that call out Removal and Replacement of ramps in the Plans and as directed in the field by the Engineer have existing landscaping, sidewalk, curb and gutter. This bid item includes removal of existing sidewalk, landscaping, curb and gutter if no existing ramp is in place.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Curb Ramp is constructed. Generally sawcuts shall be on existing joints or score mark. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of any private improvements should be coordinated in writing with the owner and it is Contractor's responsibility to obtain owner's written approval for removal prior to construction. Right-of-Way Entry should be signed by the owner prior to removal of any private improvements at no additional cost to the City.

Payment for **Sawcutting and Removal of Existing Concrete Curb Ramp** (or portion thereof) shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of two-foot-wide strip of AC or PCC pavement along the curb and gutter for forming is included in this removal bid item and no additional compensation will be allowed.

Bid Item No. 10 – Prune Root Existing Tree and Install Root Barrier

Work under this section shall include but shall not be limited to, sawcutting, removal, clearing and disposal of tree stumps and roots as shown on Contract Drawings, Standard Plan for Public

Works Construction 523-2, and shall conform to Subsection 300-1 of the Standard Specifications for Public Works Construction. Contractor shall root prune the roots of trees as directed by City Engineer and install root barriers. Trees and plants that are not being prune rooted shall be fully protected from injusry by the Contractor at its expense.

Prior to any work on any tree the Contractor shall provide a Certified Arborist to assure the pruning of tree roots should not cause the tree to die or compromising the stability of the tree.

Payment for **Prune Tree Roots and Install Root Barrier** including removal of stumps and roots shall be made on **Each (EA)** Unit Price and shall include full compensation for furnishing all labor, materials, tools, equipment, sawcutting, removal, hauling, properly disposing, and incidentals and for doing all the work involved complete in place, as shown on the drawings and directed by the City Engineer, for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 11 – Construct 4"-Thick Concrete Sidewalk
Bid Item No. 12 – Construct 6"-Thick Concrete Sidewalk

This Bid Item shall include all labor, material and equipment required to place concrete sidewalk for the project. Concrete sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for concrete sidewalk shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for **Construction of Concrete Sidewalk** shall be paid for at the contract unit price per **Square Foot (SF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor

Bid Item No. 13 – Construct Concrete Driveway

This Bid Item shall include all labor, material and equipment required to construct concrete driveway, adjacent curb and gutter, two-foot-wide strip of AC Pavement for forming and related adjacent areas needed to construct a new driveway. Concrete driveway approach shall

conform to the provisions of Section 201-1 of the Standard Specifications for Public Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction. Concrete driveway approach shall be 6" thick per Standard Plans for Public Works Construction 110-2 type B.

Concrete driveway approach shall be constructed to the line, grades and design shown on the plans or as ordered by the Engineer. Existing approach to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for concrete driveway approach shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

6" CMB under curb and gutter shall be pad under separate bid item.

Payment for **Construction of Concrete Driveway Approach** shall be at the contract unit price per **Square Foot (SF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Per Standard Plan 110-2 for Driveway aprons, Curb and Gutter adjacent to Driveway aprons is included as part of the apron as a square foot quantity. Payment for two-foot-wide AC Pavement strip along the curb and gutter for forming purposes shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 14 – Construct Concrete Curb and Gutter

This Bid Item shall include all labor, material and equipment required to place concrete curb and gutter for the project. Concrete curb and gutter shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete curb and gutter shall be per Standard Plans for Public Work Construction, Standard Plan 120-2 type A2-8(200), W=24" or W to be matched existing, over 6" CMB.
Concrete curb and gutter shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing curb and gutter to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Work shall include replacement of any AC removed to provide space for forming at no additional cost to the City.

Payment for concrete curb and gutter shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction. 6" thick compacted Crushed

Miscellaneous Base (CMB) under the curb and gutter shall be paid under a separate Bid Item.

Payment for **Construction of Concrete Curb and Gutter** shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Payment for two-foot-wide AC Pavement strip along the curb and gutter for forming purposes shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 15 – Construct Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to place concrete curb ramp including adjacent sidewalk, curb and/or gutter, planting area, base, sub-base, and adjacent AC work complete in place for the project. Concrete curb ramp shall conform to the provisions of Section 201-1 of the Standard Specifications for Public Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction.

Concrete curb ramp shall be per Standard Plans for Public Works Construction, Standard Plan 111-5, case and type per plans.

Concrete Curb Ramp shall be constructed to the line, grades and design shown on the plans or as ordered by the Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Truncated, detectable warning surface shall be yellow and 4' wide and 3' long minimum. A sample of material shall be approved by the City of Huntington Park prior to installation. Provision and installation of truncated detectable warning surface is a part of curb ramp construction and no further compensation will be allowed.

Payment for concrete curb ramp shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for **Construction of Concrete Curb Ramp** shall be at the contract unit price per **Each (EA),** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Payment for two-foot wide AC or PCC Pavement strip along the curb and gutter for forming purposes shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 16 – Provide and Place Crushed Miscellaneous Base (CMB)

This Bid Item shall include all labor, material and equipment required to provide and place Crushed Miscellaneous Base (CMB). CMB shall be in conformance with the requirements specified in Section 200-2.4 for crushed miscellaneous base of the Standard Specifications and shall be placed and compacted per plans and specifications and per Section 301 of Standard Specifications for Public Works Construction.

Payment for placing crushed miscellaneous base shall conform to the provisions of Subsection 301-2.4 of the Standard Specifications for Public Works Construction.

Payment for **Provide and Place Crushed Miscellaneous Base (CMB)** shall be at the contract unit price per **Ton (TON)**, shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, finishing, hauling, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 17 – Construct 2" Thick ARHM AC Overlay (C2-PG 64-10)
Bid Item No. 18 – Construct 4" Thick ARHM AC Overlay (C2-PG 64-10)

Asphalt concrete surface course shall be Asphalt Rubber Hot Mix as shown on the plans, ARHM-GG-C, wet process, as specified in Section 203-11 and 302-9 of the Standard Specifications for Public Works Construction and shall conform to the following:

Composition and Grading shall be per Section 203-11.3 of the Standard Specifications for Public Works Construction. The Contractor shall submit a copy of the asphalt concrete mix design, a sample of the asphalt concrete, a sample of the aggregate, and a sample of the paving asphalt (AR or PG) to the City or its designated laboratory a minimum of two weeks prior to the start of construction.

The Contractor shall use a PG Asphalt Binder.

PG Asphalt binder shall conform to the following requirements:

1. Description

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
B. Free from water.
C. Homogeneous.

2. Materials

A. General

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation (Caltrans) "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers at: http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm.

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.

The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

B. Grades

Performance graded (PG) asphalt binder shall be PG 64-16 and conform to the following:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification Grade			
		PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder					
Flash Point, Minimum °C	T48	230	230	230	230
Solubility, Minimum % [b]	T44	99	99	99	99
Viscosity at 135°C, [c], Maximum, Pa·s	T316	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temperature, °C Minimum, 10 rad/s, G*/sinδ, kPa	T315	 64 1.00	 64 1.00	 64 1.00	 70 1.00
RTFO Aged Binder (T240)					
RTFO Test [e], Mass Loss, Maximum, %	T240	 1.00	 1.00	 1.00	 1.00
Dynamic Shear, Test Temperature, °C Minimum, 10 rad/s, G*/sinδ, kPa	T315	 64 2.20	 64 2.20	 64 2.20	 70 2.20
Ductility at 25°C, 5cm/min, Minimum, cm	T51	75	75	75	75
RFTO and PAV Aged Binder (R28)					
PAV [f] Aging, Temperature, °C	R28	100	100	100	100
Dynamic Shear, Test Temperature, °C Minimum, 10 rad/s, G*/sinδ, kPa	T315	 31 [d] 5000	 28 [d] 5000	 22 [d] 5000	 34 [d] 5000
Flexural Creep Stiffness, Bending Beam Test Temperature, °C Maximum Creep Stiffness, MPa Minimum M-value	T313	 0 300 0.300	 -6 300 0.300	 -18 300 0.300	 0 300 0.300

Notes:

a. Recommended as asphalt rubber base stock for high mountain and high desert area.

b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
d. The Department will test the sample at 3°C higher if it fails at the specified test temperature. G*sin(delta) shall remain 5000 kPa maximum.
e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
f. "PAV" means Pressurized Aging Vessel.

C. Sampling

The Contractor shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm above the platform. The Contractor shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:
1) With a diameter between 10 and 20 mm.
2) Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.

3) Maintained in good condition.

The Contractor shall replace failed valves.

In the presence of the Engineer, the Contractor shall take 2 one-liter samples per operating day. The Contractor shall provide round friction top containers with one-liter capacity for storing samples.

D. Applying Asphalt

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Caltrans Standard Specifications Section 93, "Liquid Asphalts."
The Contractor shall apply paving asphalt at a temperature between 120° and 190°C. The Engineer will determine the exact temperature of paving asphalt.

The Contractor shall make modifications to the proposed mix design as required by the City or its designated laboratory to insure that the proposed asphalt concrete mix will meet the minimum stability ("S") values. No asphalt concrete shall be placed until such time as the City has tested and approved the Contractor's proposed asphalt concrete mix design. Aggregate produced from slag resulting from any steel-making process or from air-cooled iron blast furnace slag shall not be used on this project.

Asphalt concrete shall be placed with paving machine equipped with a "Preco" attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

The Contractor shall place the ARHM a maximum of 48 hours after the commencement of all edge grinding operations during any stage of the work for this project.

Apply SS-1H tack coat at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joins of AC patching and P.C.C. surfaces and edges against which ARHM is to be placed. Diesel fuel shall not be used for cleaning purposed within the limits of this project.

Distribution and spreading shall conform to 302-5.5 except that at the time of delivery to the work site, the temperature of the ARHM-GG shall be 300°F minimum to 325°F maximum. At the discretion of the Owner's Representative, this maximum temperature may be raised to 350°F during cold climatic conditions. Atmospheric temperature shall be 50°F and rising or as approved by the agency's representative.

The Contractor shall utilize a paving machine equipped with an automatic adjusting screed, which is actuated by a 30-foot "ski", for the entire ARHM-GG overlay.

ARHM-GG shall not be placed in lifts that exceed four (4) inches in thickness. Breakdown compaction shall be performed with a two-axle or three-axle tandem or three-wheel roller weighing not less than 12 tons for all ARHM-GG lift thickness of four (4) inches or less. Breakdown compaction shall be performed with a vibratory roller weighing not less than 12 tons for all ARHM-GG lift thickness between two (2) and four (4) inches. When more than one layer of ARHM-GG is required, the layers shall be of equal thickness.

ARHM-GG shall be thoroughly compacted by rolling. The number of rollers necessary will be established in accordance with Section 302-5.6.1 of the Greenbook Specifications. All compacted ARHM-GG shall have a relative compaction of not less than 95 percent in accordance with Section 302-5.6.2 of the Greenbook Specifications.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Join lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

Lots consisting of 500 tons will be established for ARHM-GG areas to be tested. The City or its designated laboratory shall perform density testing utilizing a properly calibrated nuclear asphalt-testing device. The City shall pay for all initial testing and a reasonable amount of retesting utilizing the nuclear asphalt-testing device. If the test results for any lot of ARHM-GG indicate that the relative compaction is below 95 percent the Contractor will be advised that he is not attaining the required relative compaction and that his materials or his procedures, or both, need adjustment. ARHM-GG spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction. Core testing of areas not meeting the 95 percent requirement will be conducted by the City's designated lab. Any and all testing beyond the initial core testing will be at the sole expense of the Contractor.

If the test results for any lot of ARHM-GG continue to indicate that the relative compaction is less than 95 percent after adjustments have been made, the ARHM-GG represented by that lot may be required to be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that relative compactions of 95 percent can be obtained.

The City's designated laboratory will obtain samples of the ARHM-GG from each lot to perform extraction tests to insure the proper aggregate gradation and asphalt content is being supplied in accordance with the approved ARHM-GG mix design. If the test results for any lot of ARHM-GG indicate that the ARHM-GG does not meet the requirements of the approved mix design the Contractor will be advised that he is not attaining the required composition and grading and that his materials need adjustment. ARHM-GG spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the approved mix design. If the test results for any lot of ARHM-GG continue to indicate that the composition and grading does not conform to the approved mix design after adjustments have been made, the ARHM-GG represented by that lot shall be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that the ARHM-GG is in accordance with the approved mix design.
The Contractor shall provide for adequate quality control measures to ensure that delivery of asphalt rubber shall be neither too slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt rubber material. Material delivery scheduling and handling is critical to provide for optimum compaction opportunity and maximize ride quality performance.

Rock dust blotter material shall be required immediately after the completion of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall be per Section 200-1.2 of the Standard Specifications and shall be uniformly applied using a mechanical spreader, which distributes uniformly at a rate of approximately three pounds per square yard. Compaction rollers shall not be allowed on the rock dust covered pavement surfaces. All excess rock dust blotter shall be removed from the street at the end of each workday. The removal of the rock dust blotter shall include removal from adjacent streets as needed. No excess rock dust blotter shall be left on any street after normal work hours. The cost of this application will be included into the contract unit price bid for ARHM.

Measurement

The quantities of the asphalt rubber hot mix (ARHM) to be paid for will be measured by the actual tonnage (ton) of material and no additional compensation will be allowed therefor. The Contractor shall furnish to the City of Huntington Park at the time of delivery of the material

on the job site a legible copy of a licensed weighmaster's certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture.

Tack Coat (Not a Bid item)

Existing concrete gutter and curb faces shall be protected against disfigurement from the asphalt. Residue of the material shall be removed from gutter and curb faces by sandblasting to the extent required by the Engineer.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees F in the shade.

No separate measurement and payment will be made for tack coat. Payment shall be included in the contract unit price for ARHM-GG Pavement.

Payment for **Construction of 2" and 4" Thick ARHM AC Overlay**, shall be at the contract unit price per **Ton (TON)** and shall conform to the provisions of Subsection 302-9.9 of the Standard Specifications for Public Works Construction and include full compensation for all surface preparation furnishing all labor, materials, tools, equipment, removals, disposal, certified weigh tickets, and incidentals and for doing all the work involved, including furnishing, applying and cleaning up excess rock dust blotter. The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders. Temporary surface work where required for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Bid Item No. 19 – Provide and Place HyRAP Asphalt Pavement (3/4" – Thick)

203-7 - HyRAP® HOT MIX ASPHALT

203-7.1 – GENERAL

HyRAP® hot mix asphalt (HMA) shall be the product of mixing mineral aggregate and a minimum of 85 percent reclaimed asphalt pavement (RAP) with a recycling agent and, if required, asphalt binder at a central mixing plant. E and F mixes, as shown in Table 203-6.4.4, shall be 100 percent RAP with no added mineral aggregate.

Construction of HyRAP® HMA shall conform to Subsection 302-5, wherein asphalt concrete (AC) shall mean HyRAP® HMA.

Unless otherwise specified in the Special Provisions or shown on the Plans, HyRAP® HMA mixtures shall conform to Subsection 203-6.4.

203-7.2 - MATERIALS

203-7.2.1 - Asphalt Binder

Asphalt binder shall be paving asphalt conforming to 203-1.

203-7.2.2 - Rock Products for HyRAP□ HMA Mixtures

Coarse aggregate shall be crushed rock conforming to 200-1.2. Sand, rock dust, mineral filler, or a blend of these materials shall not be used.

203-7.2.3 - Reclaimed Asphalt Pavement (RAP)

203-7.2.3.1 - General

RAP shall be defined as asphalt pavement which has been ground and/or crushed and processed to 100 percent passing the 3/4 inch (37.5 mm) sieve size and is free of contaminants.

203-7.2.3.2 - Stockpiles

Stockpiles of processed RAP shall be:

a) Constructed on a base which provides drainage,
b) Uniformly layered, and
c) Kept clean and free from contaminants.

203-7.2.3.3 - Fractionation

RAP shall be fractionated into 2 separate stockpiles for F and E mixes, 3 separate stockpiles for D2 mix, and 4 stockpiles for C2 and B mixes. Fractionation shall be processing of RAP into particle sizes conforming to Table 203-7.2.3.3.

TABLE 203-7.2.3.31

Sieve Size	1/2 inch	3/8 inch	Coarse Fines	Fine Fines
3/4 inch	100			
1/2 inch	95-100	100		
3/8 inch	10-15	95-100	100	
No. 4	0-2	0-2	95-100	100
No. 8			0-10	
No. 16			0-2	

1. RAP material shall be dry prior to sieve tests, without binder extraction.

203-7.2.4 - Recycling Agent

Recycling agent shall conform to the requirements shown in Table 203-7.2.4.

TABLE 203-7.2.41 Viplex 50

Tests	Test Method	Specification	
		Min.	Max.
Viscosity @ 60°C, cSt	ASTM D2170	50	175
Flash Point, °C	ASTM D92	219	--
Saturated Hydrocarbon	ASTM D2007	--	25
Test on RTFO Residue @ 163°C	ASTM D2872		
Viscosity @ 60°C, cSt	ASTM D2170	--	175
Viscosity Ratio(1)	--	--	1.3
Weight Change, ± w%	--	--	1.2
Specific Gravity	ASTM D70	Report	

1. The acceptance of any recycling agent is subject to its ability to develop a RAC binder which will comply with the paving grade asphalt specified.
2. Viscosity Ratio = RTFO Viscosity at 140°F, cSt (60°C, mm2/s) Original Viscosity at 140°F, cSt (60°C, mm2/s)

203-7.3 - JOB MIX FORMULA (JMF) AND MIX DESIGNS

203-7.3.1 - General

All completed HyRAP® HMA laboratory mixtures shall have a minimum residence time of 30 minutes at 310°F ± 10°F prior to testing. The Contractor shall submit in accordance with Section 3-8.4 a JMF that summarizes each HyRAP® HMA mix design for each class and grade of HyRAP® HMA required to construct the Work. Supporting information for the recycling agent shall also be submitted. The mix design shall conform to Table 203-7.4.5. The JMF submittals shall identify items shown in Table 203-7.3.1:

TABLE 203-7.3.1

Identification Items	Aggregate Items	Binder Items	RAP Items[1]	Mix Test Items[1]

Plant Identification	Source and Individual Grading of Virgin Aggregate	Source and Performance Grade of Virgin Paving Asphalt	Gradations of Each Fractionated RAP Stockpile	Combined Gradations
Mix Number	Percentage[1] of Virgin Aggregate	Percentage of Virgin Paving Asphalt in Binder	RAP Binder Content of Each Fractionated RAP Stockpile	Optimum Binder Content[2]
		Viscosity of Binder Recovered from the RAP	Percentage[1] Used of Each Fractionated RAP Stockpile	Air Void Content[2]
		Percentage of Recycling Agent in Total Binder	RAP Percentage[1] in Mix	Rut Depth from Hamburg Wheel-Track Test[2]
		Performance Grade of Final Binder per AASHTO M323		Hveem Stability S-Value[2]
				Penetration and Viscosity of Extracted Binder

1. Percentages shall be percentage of total weight of aggregate with the exception of binder content.
2. Not applicable to E and F mixes.

For all mixtures, the asphalt binder content shall be calculated as a percentage of total mix weight and be defined as the total bituminous material present in the mix consisting of the blend of virgin paving grade asphalt, residual paving grade asphalt from RAP, and recycling agent.

If within 3 days of receipt of the JMF by the Engineer, the Engineer does not reply with approval or notations of non-compliance with specifications, the JMF will be considered approved and production testing and production may begin.

203-7.3.2 - Binder Formulation

Additional binder to be added to the HyRAP® HMA mix shall be PG 64 -16 grade unless otherwise specified.

Test final binder formulation including virgin paving grade asphalt, recycling agent and RAP binder for asphalt binder performance grade in accordance with AASHTO M 323.

203-7.3.3 - Optimum Binder Content

Optimum binder content (OBC) shall be determined in accordance with Asphalt Institute MS-2, Superpave method, in conformance with Table 203-7.3.3, except for E and F mixes.

TABLE 203-7.3.3

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269a	Ninitial > 8.0 Ndesign = 4.0 Nmax > 2.0
Gyration compaction (no. of gyrations)	AASHTO T 312	Ninitial = 8 Ndesign = 85.0 Nmax = 130

a. Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Use a digital manometer and pycnometer when performing AASHTO T 209

Individual records of test results shall be provided on request of the Engineer. When a mix design is more than 30 days old, the JMF must indicate that the combined gradation is ± 3 percent from the referenced mix design based on a 30-day moving average or a minimum of the 10 most current results. If the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve, if the source of any aggregate is changed, the performance grade of the paving asphalt is changed, or the mix design is over 3 years old, a new mix design shall be prepared and a new JMF shall be submitted to the Engineer for approval.

203-7.3.4 - Mix Design Method

All extraction of binder and determinations of binder content shall be performed by solvent extraction in accordance with test methods as stated or listed in 203-7.4.6.

The mix design shall use the optimum binder content determined in conformance to 203-7.3.3.

Mix designs for HyRAP® HMA mixtures shall conform to Table 203-7.4.5 for the class shown on the Plans or specified in the Special Provisions. The minimum Hveem stability ("S-value) shown shall be used for mix design only. The target S-value, at the OBC for the mix design, shall be at least 2 points above the minimum shown.
The following tests shall be performed in accordance with Table 203-7.3.5.1 on the final mix:

a) Viscosity of Extracted Binder

b) Penetration of Extracted Binder
c) Binder Content
d) Gradations on extracted aggregate obtained in accordance with AASHTO T 30.

The test values determined in a) and b) shall be considered the base or target value which each tolerance range applies in Table 203-7.3.5.1 for production testing.

203-7.3.5 - Testing

All production testing shall be performed by the Contractor. The Contractor shall set aside split samples from tests during production as requested by the Engineer. All split samples shall be labeled with the time and date that the sample was taken and may be discarded 72 hours thereafter.

Sand-equivalent on un-extracted RAP stockpile fractionations in accordance with California Test 217 shall also be tested. The minimum sand-equivalent value of un- extracted RAP shall be 80.

For any of the above test results not conforming to the tolerance limits specified in Table 203-7.3.5.1 or other specified limits, adjustments shall be made as necessary to create new samples until a sample conforms with specified limits. Production may proceed with the mix as adjusted to conform to specifications.

203-7.3.5.1 - Production Testing

All tests in Table 203-7.3.5.1 shall be performed for quality control at a frequency of 1 test per 1,500 tons of HyRAP□ HMA and one test minimum per day for tonnage exceeding 1,000 per day. Projects consisting of less than 1,000 tons do not require production testing.

TABLE 203-7.3.5.1

Test	Test Method	Percent Tolerance from submitted JMF Values
Viscosity	AASHTO 316 @ 135 °C	±15%
Penetration	ASTM D5/AASHTO T49	±25%
Binder Content	See Subsection 203-7.4.5	±0.50%[1]
Gradations	See Subsection 203-7.4.4	See Table 203-7.4.5

1. Percentage shown is actual change of percentage binder content, e.g. 6% target is 5.5% to 6.5% range.

For any test result not in compliance with the limits set forth in 203-7.3.5.1, adjustment shall immediately be made to bring the mix and binder into compliance and a new sample shall be tested immediately thereafter. If testing of the new sample is not in compliance, production

shall be stopped, and samples shall be prepared and tested as necessary to achieve compliance.

203-7.4 - HyRAP® HMA MIXTURES

203-7.4.1 - Class and Grade

HyRAP® HMA mixtures shall be specified by class of combined aggregate gradation and performance grade of paving asphalt and RAP percentage of mix, e.g. "D2-PG 70-10-100", wherein the example the "100" shall be the RAP percentage. The PG high temperature number, e.g. PG 70, shall be a target value, and any tolerance of that value shall not exceed ± 6.

The class and grade shall be F PG 70-16-100, unless otherwise shown on the Plans or specified in the Special Provisions. The low temperature property will meet the -16 or lower PG Specification for bending beam rheology. Job mix formulas, mix designs, and weight tickets shall have this complete identifying designation for the mix in all cases.

203-7.4.2 - Mix Design Stability

For mix design approval, stability of the mix shall meet the requirements of the Hamburg Wheel-Track Test, as shown below in conformance with Table 203-7.4.2.1, and meet the Hveem S-value per Subsection 203-6.4.2 as shown in Table 203-7.4.5.

203-7.4.2.1 Hamburg Wheel-Track Test

AASHTO T 324 (Modified) is AASHTO T 324, "Hamburg Wheel-Track Testing of Compacted Hot Mix Asphalt (HMA)," with the following parameters:

a) Target air voids must equal 6.0-6.5 percent
b) Specimen height must be 60 mm ± 1 mm
c) Number of test specimens must be 4
d) Test specimen must be a 150 mm gyratory compacted specimen
e) Test temperature must be set at:PG 58 113°F ± 2°F (45°C)
   PG 64 122 °F ± 2°F (50°C)
   PG 70 or above 131°F ± 2°F (55°C)
f) Measurements for impression must be plotted at every 100 passes

TABLE 203-7.4.2.1

Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth)	AASHTO T 324	Mix Design Min. Number of Passes
PG 58		15,000
PG 64		20,000
PG-70		25,000
PG-76 or higher		30,000

203-7.4.3 Mixture Modifications

As part of plant mixing, additives to the mix may be added as specified in this Subsection 203-7.4.3.

203-7.4.3.1 Clumping Inhibitor Additive

As referenced in Subsection 203-7.7, an additive may be added to the mix at the Contractor's discretion to eliminate clumping. No additional compensation will be provided by the Agency should the Contractor consider it necessary to provide the additive to the mix. The additive shall be added at the point after where binder is added to the aggregate. Mix testing for the JMF does not require this additive to be in the mix.

203-7.4.4 - Combined Aggregates and Reclaimed Asphalt Pavement (RAP)

Combined aggregates shall include RAP aggregates extracted by methods listed in 203-7.4.6, and shall conform to the following requirements prior to the addition of asphalt binder, and recycling agent:

a) The combined aggregates shall have a minimum sand-equivalent of 50 when tested in accordance with California Test 217.

b) When there is a difference in specific gravity of combined aggregates (bulk saturated surface dry determined in accordance with ASTM C127 and C128) of 0.2 or more between that portion retained on and that portion passing a No. 4 (4.75 mm) sieve, the grading shall be modified in accordance with California Test 105.

c) The combined aggregate gradation shall be determined in accordance with AASHTO T30.

d) The combined aggregate gradation shall be uniform from coarse to fine.

e) Percentages for the combined gradings, within the specified limits, shall be of such uniformity that the material passing the indicated sieves during any day of production does not exceed the maximum variation specified in Table 203- 7.4.5.

203-7.4.5 - Composition and Grading

HyRAP® HMA mixtures shall conform to Table 203-7.4.5, in which the percentages shown are based on the weight of the dry aggregate only.

TABLE 203-7.4.5

	B	C2	D2	E	F
Sieve Size	Dense Medium Coarse	Dense Medium	Dense Fine	Extra Fine	Sheet
1" (25 mm)	100				
3/4" (19.0 mm)	87-100	100			
1/2" (12.5 mm)	70-87	95-100	100		
3/8" (9.5 mm)	55-76	72-88	95-100	95-100	100
No. 4 (4.75 mm)	35-52	46-60	58-72	70-90	95-100
No. 8 (2.36 mm)	22-40	28-42	34-48	41-61	40-54
No. 30 (600 pm)	8-24	15-27	18-32	17-33	20-34
No. 50 (300 pm)	5-18	10-20	13-23	12-24	13-25
No. 200 (75 pm)	0-7	2-7	2-9	6-12	7-13
Asphalt Binder	OBC per Sec 203-7.3.3	OBC per Sec 203-7.3.3.	OBC per Sec 203-7.3.3	5% - 8%	5% -8%
Hveem Stability (S-value) (min.)	35	33	30		
Hamburg No. of Passes (min.)	See Table 203-7.4.2.1	See Table 203-7.4.2.1	See Table 203-7.4.2.1		
Air Voids[1] %	4 ± 2	4 ± 2	4 ± 2		

1. Per AASHTO T 269 at Ndesign.

Maximum variation during any day of production shall not exceed the following: No. 4 (4.75 mm) Sieve - 6 percentage points
No. 30 (600 gm) Sieve - 5 percentage points
No. 200 (75 gm) Sieve - 3 percentage points

The gradations in the above tabulations represent the limits which shall determine the suitability of aggregate for use from the sources of supply.

203-7.4.6 - Binder Extraction and Content

Determination of the asphalt binder content shall be by extraction of the paving asphalt from the mixture performed in accordance with any of the following test methods:

- AASHTO T 164 Method A (Using Trichloroethylene)
- ASTM D2172/ D2172M-11

Extraction of asphalt binder from the solvent used in an aggregate extraction shall be by AASHTO R-59/ASTM D1856 (Abson Method).

Gradations determined during asphalt binder content testing shall be provided for report purposes only, except as part of production testing as required by 203-7.3.5

203-7.5 - PRODUCTION

203-7.5.1 – General

HyRAP® hot mix asphalt mixtures shall be produced by the dryer-drum method.

The temperature of paving asphalt shall be within the range shown in Table 203-1.4 when added to the aggregate and reclaimed asphalt pavement (RAP).

A temperature indicating device capable of reading up to 500°F (260°C) and accurate to within 10°F (5°C) shall be fixed in the asphalt binder and recycling agent feed lines or storage tanks. The indicator shall be located and maintained where the proportioning operations are controlled.

The discharge end of the asphalt binder and recycling agent circulating pipe shall extend to within 1 foot (0.3 m) of the bottom of the storage tank.

The binder and recycling agent feed lines connecting the plant storage tanks to the asphalt binder weighing system or spray bars shall be equipped with a sampling valve. The sampling valve shall consist of a 1/2 inch (12.7 mm) or 3/4 inch (19 mm) valve constructed in such a manner that a 1 quart (1 L) sample may be withdrawn slowly at any time during plant operations, and shall be placed in a safe location. A drainage receptacle shall be provided for flushing the valve prior to sampling. One gallon (4 L) shall be drawn from the sampler prior to taking the sample.

203-7.5.2 - Dryer-Drum Method

203-7.5.2.1 - Aggregate and Reclaimed Asphalt Pavement (RAP) Storage and Drying

All moisture testing shall be in conformance with AASHTO T429.

Each size of aggregate and RAP shall be stored separately. When handling or transporting, no method shall be used which may cause segregation, degradation, or intermingling of aggregates of different size.

RAP shall be introduced into the dryer-drum and combined with the hot aggregate in such a manner that the RAP is protected from direct contact with the burner flame. Aggregate and RAP shall be fed to the dryer-drum through 3 ports with the largest aggregate passing

through the closest port to the burner and smaller aggregates further from the burner in descending order of size.
At the discharge end of the dryer-drum upon the HyRAP® HMA entering the first of two pugmills, two full width spray bars shall evenly distribute recycling agent and virgin asphalt separately in that order.

Mixtures shall not contain more than 1 percent moisture when tested in accordance with California Test 310 or 370.

The dryer-drum shall be equipped with a device which indicates the temperature of the mixed material leaving the drum. The device shall be accurate to within 10°F (5°C) and shall be installed in such a manner that a temperature change of 10°F (5°C) in the mixed material will be shown within 1 minute. The temperature indicator shall be located and maintained at the location where the proportioning operations are controlled.

203-7.5.2.2 - Proportioning
Asphalt binder and recycling agent shall be measured by a meter certified in accordance with Section 4-7. The meter shall automatically compensate for changes in the asphalt binder temperature. The meter and feed lines shall be heated and insulated. The feed lines for the asphalt binder and recycling agent shall be equipped with an alarm device to alert for plant shutdown when the flow rate in the lines is reduced more than 10 percent below the programmed rate. The metering system shall be capable of varying the rate of delivery of asphalt binder and recycling agent proportionately with the rate of delivery of aggregate and RAP while the plant is in full operation. During any day of production, the temperature of the asphalt binder shall not vary more than 50°F (30°C).

Each belt feed to the 3 ports that feed the dryer-drum shall have a belt scale. The belt scales shall be of such accuracy that, when the plant is operating between 50 and 100 percent of belt capacity, the average difference between the indicated weight of the material delivered and the actual weight does not exceed 1 percent of the actual rate for 3, 3-minute runs. For any of the 3 individual 3-minute runs, the indicated weight of the material delivered shall not vary from the actual weight by more than 2 percent of the actual weight. The actual weight of material delivered shall be determined by a vehicle platform scale. The individual belt scales for the combined aggregates and RAP, the proportioning meters for the asphalt binder and recycling agent and the other proportioning devices shall be interlocked in such a manner that the rates of feed automatically adjust and maintain the required proportions. The plant shall not be operated unless this system is fully operational and accurate.

Belt scales and proportioning meters shall be equipped with rate of flow indicators showing the rates of delivery of aggregates and RAP combined, asphalt binder and recycling agent, and shall have resettable totalizers for determining the actual weight of each. Rate of flow indicators and totalizers for like materials shall be accurate to within 1 percent when compared directly. The asphalt binder and recycling agent additive totalizers shall not register when the metering system is not delivering material to the mixer, and shall not be reset unless so approved by the Engineer. The bins containing fine aggregate shall be

equipped with a vibrating unit or other equipment capable of preventing any "hang-up" of material while the plant is operating. Each bin shall have a device that activates an alarm whenever feed is slowed more than 70 percent to allow for plant shutdown. The plant shall begin shut down procedures immediately upon alarm and be implemented as expeditiously as possible.

The moisture content of the aggregate and RAP shall be determined in accordance with California Test 310 or 370 during the first 750 tons and at least once during every 1,500 tons of production. Moisture control equipment shall be adjusted accordingly.

A sampling device capable of providing 60-pound to 80-pound (25 kg to 40 kg) samples of the RAP and of the combined aggregates while the plant is in full operation shall be located in advance of the point where these materials enter the mixing system.

203-7.5.2.3 - Mixing
RAP, aggregates, recycling agent and asphalt binder shall be thoroughly mixed.

Mixing shall be performed in two pugmills arranged in series. Material shall pass fully through one pugmill to its end and then pass fully through the second pugmill. Both pugmills shall be tilted upward in the direction of movement of the mix at a minimum 10 degree angle. The first pugmill in series shall have one aggregate chute for discharge from the dryer-drum for entry of aggregate into the pugmill.

Each pugmill shall consist of sets of two blades extending radially outward in opposite directions from a shaft with both blades in the set at the same point on the shaft. Each alternating set of blades along the length of the shaft shall be 90 degrees offset from the previous and following sets of blades. The blades shall be designed to move the material forward within a channel. The minimum length of the shafts shall be 8.5 feet ± 0.5 feet and shall include a minimum of 11 equally spaced blade sets. The cross section of the pugmill channel shall not allow material to remain unmoved anywhere on the perimeter of the channel.

Mixing shall continue for a sufficient amount of time and at a sufficiently high temperature, that, at discharge from the pugmill, aggregate size is uniformly distributed through the mixture and all particles are thoroughly and uniformly coated with asphalt binder.

After mixing, the mixture shall be discharged from the pugmill into a slat conveyor and then into a silo. The Contractor shall provide a means of diverting the flow of material away from the silo when starting and stopping the plant production in order to prevent unmixed or partially mixed portions of the mixture from entering.

The temperature of the mixture at the point of discharge from the plant shall be between 285°F (141°C) and 335°F (168°C). The temperature of the mixture at the Work site shall be as specified in 302-5.5.

203-7.6 - STORAGE

HyRAP□ HMA shall be:

a) Transferred from the mixer by a method that does not cause segregation, and

b) Stored in insulated silos with heated discharge cones, unless the silo is being used for surge purposes. Silos shall be equipped to prevent segregation during filling.

203-7.7 - TRANSPORTATION

Truck beds shall be coated with a release agent before loading. Visible pools of release agent shall be removed prior to loading.

The temperature of HyRAP□ HMA discharged into truck beds shall not vary more than 20°F (10°C) for successive loads. When the hauling time from the plant to the Work site exceeds 2 hours, when the atmospheric temperature is below 50°F (10°C), or when rain is falling along the haul route, HyRAP□ HMA shall be completely covered with a tarpaulin secured to the truck bed during transport. The HyRAP□ HMA material shall remain in the truck for a minimum 30 minutes prior to placement in the paving machine with time beginning from the point of truck loading.

HyRAP® HMA shall be delivered to the Work site without segregation and within the temperature range specified in 302-5.5.

The following is hereby added to Subsection 302-5.5:

A material transfer vehicle (MTV) shall be used to deliver HyRAP□ to the paving machine. The mat behind the paving machine shall have a uniform surface texture. Grooves or irregular holes in the surface shall be considered evidence of aggregates bonding together prior to passing the screed and shall be considered evidence of clumping. Material evidencing clumping will not be accepted. An additive may be added to the mix to alleviate clumping of the HyRAP□ HMA.

203-7.8 - SAMPLING

HyRAP□ HMA shall be sampled in accordance with California Test 125. Samples of RAP shall be from processed stockpiles, or from collector belts.

Aggregate samples shall be taken in advance of the dryer-drum using devices conforming to 203-7.5.2.2.

203-7.9 - ACCEPTANCE

Acceptance of HyRAP□ HMA mixtures will be based upon conformance to testing and tolerances as stated in Table 203-7.3.5.1 for viscosity, penetration, asphalt binder content and gradations. Air void values will not be used as an acceptance criterion for all HyRAP□ HMA mixtures.

Acceptance for overall stability of the mix will be based upon conformance with either Hamburg Wheel-Track Test, as stated in 203-7.4.2.1, or the Hveem Stability test (S- value), as stated in Subsection 203-6.4.2 and conforming to Table 203-7.4.5. The choice of which of these acceptance tests to use shall be at the discretion of the Engineer.

Should plant gradation test results be unavailable, gradation may be determined in accordance with AASHTO T 164 Method A (using trichloroethylene). In the case of a continued dispute, final acceptance of plant produced mixtures may be based upon binder content and stability.

When dissimilar surface course mix characteristics are the result of production and delivery from multiple plants, the Engineer may require production and delivery from only one plant during any one day of production.

Payment for **Construction HyRAP Asphalt Pavement (3/4" – Thick)**, shall be at the contract unit price per **Ton (TON)** and shall conform to the provisions of Subsection 302-9.9 of the Standard Specifications for Public Works Construction and include full compensation for all surface preparation furnishing all labor, materials, tools, equipment, removals, disposal, certified weigh tickets, and incidentals and for doing all the work involved, including furnishing, applying and cleaning up excess rock dust blotter. The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders. Temporary surface work where required for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Bid Item No. 20 – Construct Asphalt Rubber Aggregate Membrane (ARAM (3/8" – Thick)

203-12 ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM).
203-12.1 GENERAL. ARAM consists of the application of asphalt rubber binder followed by the spreading of pre-coated, pre-heated screenings.
203-12.2 Asphalt Rubber Binder. Asphalt rubber binder shall conform to 203-11.
203-12.3 Pre-Coated, Pre-Heated Screenings. Pre-coated, pre-heated screenings shall conform to 200-1.2.2.3.

Pre-Coated, Pre-Heated Screenings for Asphalt Rubber and Aggregate Membrane (ARAM) Applications

Table 200-1.2.2.3

Sieve Size	Percentage Passing Sieve Medium Maximum 1/2" (12.5 mm)	 Medium 3/8" (9.5 mm)
3/4" (19.0 mm)	100	100
1/2" (12.5 mm)	85 – 90	95 – 100
3/8" (9.5 mm)	0 – 30	70 – 85
No. 4 (4.75 mm)	0-5	0-15
No. 8 (2.36 mm)	-	0 – 5
No. 200 (75 μm)	0 – 1	0 – 1

Screenings shall be:

a) "Medium" unless otherwise specified in the Special Provisions or shown on the Plans;

b) preheated to between 260°F(127°C) to 325°F (163°C); and

c) coated with 0.70 percent to 1 percent PG 64-10 paving asphalt conforming to 203-1 at a central mixing plant. The exact percentage of paving asphalt shall be recommended by the Contractor and approved by the Engineer.

211-4 HAND HELD VISCOMETER TEST.

211-4.1 Test Apparatus. Test apparatus shall consist of the following:

a) Viscometer: Haake Model VT – 02 rotational viscometer or equivalent.

b) Spindle: Rotor No. 1, diameter 24 mm ± 0.1 mm, height 53 mm or equivalent.

c) Thermometer: Digital with metal-jacketed probe, 1°F (1°C) precision.

d) Sample Container: 1 gallon metal can with wire bale.

e) Standard Fluids: per fluid manufacturer's recommendations, calibrate viscometer in absolute viscosity (centipoises).

211-4.2 Calibration. The viscometer shall be calibrated in accordance with the manufacturer's recommendations. The accuracy of the viscometer shall be verified by comparing the viscosity results obtained with hand held viscometer to separate calibration fluids of known viscosity ranging from 1000 to 5000 centipoises. The viscometer will be considered accurate if the values obtained are within 300 centipoises of the known viscosity. The known viscosity value shall be based on the fluid manufacturer's standard test temperature or the test temperature versus viscosity correlation table provided by the fluid manufacturer. The viscometer calibration may be performed at an offsite laboratory and a Certificate of Compliance conforming to 4-5 verifying the calibration shall be submitted to the Engineer.

211-4.3 Test Procedure. The test procedure shall be in accordance with the following:

a) Obtain a representative sample of asphalt rubber binder from an appropriate sample valve during production. Prior to sampling, run a 1 gallon (4 L) sample of binder through the sampling valve and discard the sample. Place a clean 1 gallon (4 L) sample can under the sampling valve and fill the container to approximately 85 percent full.

b) Transport he sample immediately to the testing location. The testing location shall be close to the sampling location to avoid undue temperature loss. The temperature of the binder prior to sampling shall be a minimum of 375°F (190°C). The sample container shall then be placed on a smooth, level support testing.

c) The binder shall be continuously stirred using an appropriate metal stirring rod. Use of the temperature probe is permitted. Insert the temperature probe into the binder and check the temperature. Stirring shall continue until the binder reaches a temperature of 375°F ± 5°F (190°C±3°C).

d) The viscometer spindle shall be cleaned in a suitable solvent and free of any binder material prior to the test. While holding the viscometer over the sample container insert the spindle of the viscometer into the sample container near the side of the container and turn the viscometer on. While the spindle is rotating, move the spindle in and out of the binder 3 times to bring the spindle up to the temperature of the binder. Continue stirring the binder.

e) Determine the viscosity of the binder at 375°F± 5°F (190°C ± 3°C) as follows:

1) In one continuous operation, remove the spindle vertically from the binder, turn off the spindle rotation after the binder stops dripping from the spindle (after heating), and immediately insert the spindle back into the center of the binder sample until fully immersed.

2) Wait 5 seconds to fill the spindle. While holding the viscometer level, turn the spindle on, watch the needle on the viscometer dial and record the maximum value obtained on the dial.

3) Record the test temperature and maximum viscosity. (The viscometer shall be maintained and operated in accordance with the manufacturer's instructions. However, this test method shall apply if there are any differences in the instructions for the determination of the viscosity.)

f) Report the following information for the viscosity test:

1) Name of the technician performing the viscometer test

2) date and location of the plant,

3) asphalt rubber binder supplier,

4) binder test temperature viscosity

5) spindle size and rotational speed in revolutions per minute, and viscometer model and serial number.

302-10 Asphalt Rubber and Aggregate Membrane (ARAM).

302-10.1 Application. Asphalt rubber shall be placed upon a clean dry surface. The pavement surface temperature shall be a minimum of 55°F (13°C) including shaded areas; the atmospheric temperature shall be a minimum of 60°F (16°C) ; the wind shall not adversely affect spray distribution; and all necessary equipment shall be in position and ready to commence placement operations prior to starting the work. The Contractor shall take temperature readings with a temperature measuring device approved by Engineer.

Asphalt rubber shall be applied by distributor equipment meeting the requirements of the following:

a) Distributor trucks shall meet the requirements for distributing equipment of 203-2.5 and be equipped with an internal heating device capable of evenly heating the material to a temperature of 425°F (218°C).

b) The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor.

c) The observer shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur.

d) Material shall be applied at a rate between 0.55 to 0.65 gallons per square yard (2.5 to 3.0 L/m2) as directed by the Engineer.

e) Material spreading shall not be in excess of that which can be covered with aggregate within 15 minutes maximum.

f) At the time of delivery to the Work site, the temperature of the asphalt rubber shall be 300°F (149°C minimum).
The asphalt rubber mixture may be applied to the roadway immediately following mixing and reacting at a temperature between 375°F (191°C) minimum to 425°F (218°C) maximum. However, if the material is not to be used within 6 hours of mixing, the mixture shall be allowed to cool below 300°F (149°C) for 12 hours maximum, or to ambient temperature for longer periods, and shall be uniformly reheated to a temperature between 375°F (149°C) minimum to 425°F (218°C) maximum at time of placement and conform to the viscosity requirements.

When joining edges against areas with cover aggregate, the joint shall be swept clean of excess aggregate prior to the adjacent application of asphalt rubber material. Transverse joints of the type shall be constructed by placing building paper across and over the end of the previous asphalt rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately.

Joints between areas of asphalt rubber without cover aggregate shall be made by overlapping asphalt rubber distributions. The excess material shall be dispersed by spreading with a squeegee or rake over a larger area of freshly applied asphalt rubber. The longitudinal joint between adjacent applications of screenings shall coincide with the line between designated traffic lines. All longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed 4 inches (100 mm). At longitudinal joints, the edge shall be broomed back and blended so there are no gaps and the elevations are the same, free from ridges and depressions.

The application of the asphalt rubber to areas not accessible with the distributor bar on the track shall be accomplished by using pressurized hand wants or other means approved by the engineer.
Application of asphalt rubber shall be discontinued sufficiently early in the workday to permit completion of initial sweeping prior to termination of traffic control.

302.10.2 Screenings. Following the application of the asphalt rubber, screenings conforming to 200-1.2.2.3 shall be placed over all areas receiving asphalt rubber. Screenings shall be applied (within a maximum of 15 minutes) at a temperature between 260°F (127°C) minimum to 325°F (163°C) maximum at a rate of 28 to 40 pounds per square yard (15 to 22 kg/m2) as directed by the Engineer. Stockpiling of screenings after preheating and precoating with paving asphalt will not be permitted.

The Contractor shall prevent any vehicle, including construction equipment, from driving on the uncovered asphalt rubber. Screenings shall be placed with a self-propelled aggregate-spreading machine that can be adjusted to accurately spread the specified amounts per square yard (m2). Trucks for hauling screening material shall conform to 302-2.3.

Initial rolling shall commence within 90 seconds following the placement of screenings. Rolling shall be accomplished by 3 self-propelled, pneumatic-tired rollers meeting the requirements of 302-5.6.1 except that the tires shall be inflated to 100 pounds per square inch (690kPa). The operating weight of each roller shall be a minimum of 16,000 pounds (7200 kg). If in the opinion of the Engineer, complete coverage may be provided 2 rollers in one pass, then 2 pneumatic-tired rollers will be sufficient. The initial rolling equipment shall maintain a distance of not more than 200 feet (60 m) behind the cover-aggregate spreader on the first pass. There shall be at least 4 complete coverages (single pass in one direction) by the pneumatic-tired rollers before final roller coverage. A steel-drum roller weighing 8 tons (7.2 tonnes) minimum to 10 tons (9.1 tonnes) maximum shall complete the final roller coverage.

Sweeping shall be a multi-step operation following final rolling of the aggregate. A power broom shall be used to remove loose material without dislodging aggregate set in the asphalt rubber. The initial sweeping shall be a light brooming on the same day as ARAM placement. The ARAM shall be maintained free of loose screenings for a minimum of 5 Working Days following placement. During this period, the surface shall be swept as necessary to remove any loose cover material as directed by the Engineer. Final sweeping shall be done and all loose aggregate shall be removed prior to acceptance. The sweeping operations shall be accomplished without the use of gutter brooms or steel-tined brooms.

Immediately upon opening the street to traffic, the Contractor shall start removing loose aggregate from parkways sidewalks, and intersecting streets. Both operations shall continue until all excess or loose aggregate is removed from the roadways surface and abutting adjacent areas.

At the option of the Engineer, rock dust blotter material shall be applied immediately after the initial pass of the rollers or after sweeping, but prior to opening to traffic, to prevent bleeding

and pickup of the asphalt rubber material. Rock dust blotter confirming to 200-1.2 shall be uniformly applied using a mechanical spreader at a rate of 2 pounds per square yard (1.1 kg/m2) minimum to 4 pounds per square yard (2.2 kg/m2) maximum. If the ARAM is to be used as a finished surface, a flush coat shall be used.

The Contractor shall protect all existing manhole, valve, survey monument, and other miscellaneous frames and covers. The Contractor shall cooperate with the owners of any frames and covers and shall cover and completely protect them with heavy roofing paper or other suitable material. Petroleum-based release agents shall not be used for this purpose.

Additional provision (only if slurry seal is not applied):

302-10.3 Flush Coat. If required a flush coat shall be applied. This work shall consist of an application of fog seal coat and rock dust blotter material to the surface of ARAM.

Flush coat shall be applied to the ARAM immediately after removal of excess screenings following initial brooming of the ARAM and prior to opening the lane to uncontrolled public traffic, as directed by the Engineer.

Asphaltic emulsion (fog seal coat) shall be applied to the surface of the ARAM and shall be grade CSS1 or CSS1H, per 203-3, unless otherwise ordered by the Engineer.

The application rate of the fog seal coat (asphaltic emulsion and an equal amount of water) shall be such that the diluted asphaltic emulsion will be spread at a rate of 0.06 gallons per square yard (0.27 L/m2) minimum to 0.12 gallons per square yard (0.54 L/m2) maximum. The exact rate of application will be determined by the Engineer.

During fog seal coat operations the surface upon which an ARAM is being applied shall be closed to public traffic. Care shall be taken to avoid tracking fog seal coat material onto existing pavement surface beyond the limits of construction.

302-10.4 Public Convenience and Traffic Control. The contractor shall prohibit traffic on the street until the initial sweeping is complete. Prior to opening the streets to traffic, ''Loose Gravel,'' C6 signs, and appropriate speed-reduction signs conforming to the local state, and Federal regulations shall be posted and maintained by the Contractor. These signs shall remain in place until there is no further dislodging of the cover aggregate.

Payment for **Construction Asphalt Rubber Aggregate Membrane (ARAM) (3/8" – Thick)**, shall be at the contract unit price per **Ton (TON)** and shall conform to the provisions of Subsection 302-9.9 of the Standard Specifications for Public Works Construction and include full compensation for all surface preparation furnishing all labor, materials, tools, equipment, removals, disposal, certified weigh tickets, and incidentals and for doing all the work involved, including furnishing, applying and cleaning up excess rock dust blotter. The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders. Temporary surface work where required for traffic control or

other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Bid Item No. 21 – Furnish and Install New Sign and Post

This Bid Item shall include all labor, material and equipment required to install new sign and post. New signs shall be installed using metal posts set at a minimum of 30-inch depth minimum12-inch square PCC, except as specified otherwise, the metal post shall be "kick-punch." The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign.

The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have an anti-graffiti film coating.

The date of installation of a sign is to be embossed on the back of the sign and shall be considered as the start of the warranty period. "Property of Bell Gardens" should also be embossed on the back of the sign.

No signs will be allowed on traffic signal poles, unless otherwise shown on the plans. Contractor shall remove, replace, or install signs mounted on traffic signal mast arms.

All signs placed within the public right-of-way shall be installed using the following guidelines:

No signs shall be placed on wood poles at any time.

Larger (wide) signs shall be mounted on top of a sign combination.

No sign shall have an outside edge closer than one foot (1') to the back of the curb.

Bottom of sign shall be at seven foot (7') minimum over sidewalk.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.

Sign post shall be 10 feet channel type.

Signs shall be mounted on posts in a good workmanship manner using metal hardware suitable for the type of installation made.

Installation materials shall be of stainless steel and theft proof.

Signs shall be kept a minimum distance of fifteen feet (15') from trees, power poles, etc. Signs shall be kept far away from trees so that tree growth will not obstruct the visibility of the traffic sign.

Sign posts shall be installed eighteen inches (18') behind curb face. Sign posts installed within the sidewalk must maintain a minimum of four-feet (4') horizontal clearance for pedestrians.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) latest edition, unless otherwise shown on the plans.

All new signs and posts shall be anti-graffiti coated.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

Payment for **Install New Sign and Post** shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly storing, protection of facilities, backfill, grading, sub-grade compaction, restoration and incidentals for accomplishing the work complete and in place and no additional compensation will be allowed.

Bid Item No. 22 – Furnish and Install New 72" X 12" X 2.25" Rubber Speed Humps

This Bid Item shall include all labor, material and equipment required to furnish and install heavy duty 72"x12"x2.2" rubber speed humps with all appurtenances necessary to install per construction plans. Position the speed bump as shown in plans using the holes molded in the speed bump as templates, mark the location of each hole on the asphalt surface. Insert a lag anchor (with the large round hole in the anchor facing up) into each hole. Tap the anchor into the holes with a hammer so that the top of each anchor is flush with the surface. Reposition the speed bump so that the molded in holes line up vertically with the pilot holes you drilled. Beginning in the center hole, apply firm hand pressure. Slip a washer onto a lag bolt, insert the bolt through the hole in the speed bump and tighten the bolt about three quarters of the way with a 3 /4" socket. Repeat for each hole in the speed bump. Finish tightening each bolt until just snug. DO NOT OVER TIGHTEN.

Payment for **Furnish and Install New 72" X 12" X 2.2" Rubber Speed Humps** shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, equipment, tools, bolts, washer, properly storing, protection of facilities, restoration and incidentals for accomplishing the work complete and in place and no additional compensation will be allowed.

Bid Item No. 23 – Reconstruct Existing Curb Drain

This Bid Item shall include all labor, material and equipment required construct curb drain for the project. Curb drain shall be per Detail on plans and per SPPWC 150-4. All curb drains to be 4" pipe unless otherwise noted in the plans.

Payment for **Reconstruct Existing Curb Drain** shall be on an **Each (EA) Unit Price** basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, complete in place.

Bid Item No. 24 – Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade

This item shall include labor, equipment and materials to adjust existing sewer/storm drain covers within the project limits to new grade. The City-owned sewer system is maintained by the Consolidated Sewer Maintenance Districts of the County of Los Angeles Department of Public Works. The storm drain facilities owned by the City are maintained by the City Department of Public Works. The storm drain facilities owned by the Los Angeles County Flood Control District are maintained by the L.A. County Public Works Department. The work shall be performed in accordance with the provisions of Subsection 403-3 of the Standard Specifications.

The adjustment of existing manholes to finish grade shall be performed after finish paving by the responsible owner or by the Contractor on behalf of the owner. The removal or addition of grade rings shall be required to facilitate adjustment. Frame and covers shall be thoroughly cleaned and reset to finished grade by cutting pavement one foot outside the limits of the frame and cover. Said cut shall be neat and uniform.

All existing utility covers shall be lowered **prior** to removal and adjusted to finished grade by Contractor excluding utility frames and covers under the jurisdiction of Verizon, AT&T, Edison and County of Los Angeles Sanitation Districts. The Contractor shall contact these organizations to arrange for adjustment of their respective facilities a **minimum** of **seven (7) working days prior** to paving operations in accordance with **Section 403-3** of the Standard Specifications.

Payment for **Adjust Existing Storm Drain/Sewer/Utility Manhole Frame and Cover to Finished Grade** shall be based on **Each (EA)** Unit Price basis and shall be considered full compensation for labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in the price paid, and no additional compensation will be allowed therefor.

Bid Item No. 25 – Adjust Existing Water Valve Can and Cover to Finished Grade

Adjusting of water valve cans and covers shall be in accordance with Section 403-3 of the Standard Specifications, with applicable modifications for water valve cans and covers. The

Contractor is to contact the water utility and determine if the utility wants the Contractor to lower and raise the water valves sleeves and covers or the water utility will do so on its own. In the latter case the Contractor will not be paid for this work.

All existing water utility covers that can be lowered and raised shall be lowered **prior** to cold milling/removal and adjusted to finished grade by the Contractor or the Utility Owner. The Contractor shall contact the utility or substructure owner organizations to arrange for adjustment of their respective facilities a **minimum** of **seven (7) working days prior** to paving operations in accordance with **Section 403-3** of the Standard Specifications.

Adjustment of existing water valve sleeves shall also be performed after finish paving and covers are to be painted should the Utility Owner want the cover to be painted. The Utility Owner will let the City know what color is to be used.

Payment for **Adjustment of Water Valve Cans and Covers to Finished Grade** shall be based on **Each (EA)** Unit Price basis and shall be considered full compensation of all costs associated with their adjustment including labor, materials, equipment, tools, traffic control and incidentals for doing all the work involved complete in place.

Bid Item No. 26 – Adjust Existing Water Meter Box and Cover to Finished Grade

Meter boxes shall be either precast reinforced concrete or of fiber construction and shall conform to the provision in the water purveyor's Standard Specifications. Existing meter boxes in good condition may be reused if not disturbed as approved by the City Engineer and/or the owner. Broken covers and those not conforming to the above or the requirements on the plans shall be replaced. Existing meter boxes not reused or noted for future use shall be removed and salvaged and the area of removal repaired in kind with the surrounding area, but at a minimum to the minimum standards for the said material used.

Payment for **Adjustment of Water Meter Boxes and Covers to Finished Grade** shall be at the contract unit price per **Each (EA)** Unit Price basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved complete in place.

Bid Item No. 27 – Relocate City's Street Light/ Electrical Pull Box and Cover

Relocation of City streetlight/ electrical pull box in accordance with Section 402-4 of the Standard Specifications Pull boxes shall be precast reinforced type as approved by City/owner/operator and shall conform to the provision in Section 86 2.06 of Caltrans Standard Specifications. Existing pull boxes in good condition may be reused if not disturbed as approved by the City Inspector and/or the Owner. Broken boxes and/or covers and those not conforming to the above or the requirements on the plans shall be replaced. Existing pull boxes not reused or noted for future use, shall be removed and salvaged and the area of removal repaired in kind with the surrounding area, but at a minimum to the minimum Caltrans standards for the said material used.

Payment for **Relocate City's Street Light/ Electrical Pull Box and Cover** shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved complete in place.

Bid Item No. 28 – Furnish and Install Traffic Signal Loop Detectors, Type E and Type Q and Add New DLC to Existing Pull Box

All equipment, materials, and components for traffic detector loops and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans and Standard Specifications, Section 86, 'Signals and Lighting", latest edition, except as noted in the Special Provisions and on the plans. These plans and specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 S. Main Street, Los Angeles, CA 90012 or the State Offices of Caltrans at 1900 Royal Oaks Drive, Sacramento, CA 95815 (916) 455-3520.

Traffic Signal Loop Detectors shall be Type E (6' diameter) per Caltrans Standard Plans ES-5A and ES-5B.

Contractor, as directed by City Engineer, shall remove existing loops and cut in new loops in AC areas.

Residue resulting from slot cutting/cleaning operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

Contractor shall obtain approval from the City Engineer for exact location of new loop detector prior to final placement. Perform preliminary striping layout prior to loop detector layout.

The Contractor shall test the new detectors with a motor driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles. The unladed weight of the vehicle shall not exceed 220 pounds, and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor driven cycle through the response or detection area of the detector at not less than three (3) miles per hour or more than seven (7) miles per hour. The detector sensor unit shall provide the required output in response to this test.

Payment for **Furnishing and Installing Traffic Signal Loop Detector Type E and Type Q and Add DLC to Existing Pull Box** shall be at the contract unit price per **Each (EA) Unit Price** basis installed complete and operational and shall be considered full compensation for furnishing all labor, tools, equipment, materials, coordination and incidentals, and for doing all the work involved in furnishing, installing, removals, salvaging, filling, traffic detector

loops and appurtenances, providing temporary modifications to traffic signal system during construction as required, restoration work, operationally complete in place, as shown on plans, and as specified in the special provisions, and as directed by the City Engineer.

Bid Item No. 29 – Set Up and Operate Sewage Bypass System, then Remove System. Insert lining on 8" Sewer Pipe Line

The Contractor, after bypassing the sewage in a section between manholes per approved plan, shall clean the existing pipe and insert via a manhole material to line the specific sewer pipe section.

Sewage Spill

Should a sewage spill occur, the Contractor shall immediately notify the City Engineer. The City Engineer will notify the Los Angeles County Department of Health Services (213/974-1234) and, should the volume of spillage appear to exceed 1,000 gallons, the State Office of Emergency Services (800/852-7550). Should the City Engineer not be available, the Contractor shall immediately notify the County of Los Angeles Department of Public Works Dispatch Center (626/458-4357) and request the dispatcher to notify the Los Angeles County Department of Health Services (213/974-1234) and the City Engineer. If the City Engineer is not immediately available and the volume of spillage appears to exceed 1,000 gallons, the Contractor shall request the County of Los Angeles Department of Public Works Dispatch Center to notify the State Office of Emergency Services (800/852-7550). The City Engineer will confirm that all necessary containment and cleanup notice actions have been taken.

Should there be a sewage spill, the above notifications shall be made, and all efforts of the Contractor are to be directed to containment and cleanup. The spill area, including pavement and gutter areas, shall be sanitized. Should the sewage flow into traffic or pedestrian use areas, the spill area is to be immediately closed to traffic and pedestrians until the sewage has been cleaned up and the sewage bypass system restored to operation or taken out of service until repairs or replacement can be affected to the system. The City and its Contractor can be subject to a fine by the State Regional Water Quality Control Board of up to $10,000 per day per each spill. Therefore, the Contractor is to operate the sewage bypass system as a leak-free system. The Contractor is to test all of the bypass system piping and pumps before installation to assure a leak-free system.

The Contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching a watercourse, recovery and legal disposal of any spilled sewage, any fines or penalties associated with the sewage spill imposed upon the Agency and/or the Contractor by other jurisdictional agencies, and any other expenses or liabilities created or generated as a result of the sewage spillage.

Contractor is to provide cleaning and preliminary inspection per section 500-3 of the Standard Specifications for Public Works Construction.

(1) Use of CIPP liner complying with Standard Specifications for Public Works Construction, Section 500-5 and the manufacturers Specifications.

Payment for **Set Up and Operate Sewage Bypass System, then Remove System. Insert Lining on 8" Sewer Pipe Line** shall be at the contract unit price per **Each (EA) Unit Price** basis installed complete and operational and shall be considered full compensation for furnishing all labor, tools, equipment, materials, coordination and incidentals, cleaning and for doing all the work involved in furnishing, installing, removals, salvaging, filling, liner and appurtenances, providing temporary modifications to traffic signal system during construction as required, restoration work, operationally complete in place, as shown on plans, and as specified in the special provisions, and as directed by the City Engineer.

Bid Item No. 30 – Install Traffic Striping, Markings, Curb Painting, and Signs

Traffic Signing, Striping, Markings, and curb painting as shown on Contract Drawings shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Sections No. 82, 84 and 85 (CALTRANS) and also as modified below.

Traffic stripes, pavement markings of arrows, symbols, numbers and words, shall conform to the California Department of Transportation Standard Specifications: **Section 84-2 Thermoplastic Traffic Stripes and Pavement Markings, latest edition.**

For existing striping or markings shown to be replaced outside of new pavement area and on existing concrete surface, Contractor shall remove by wet sandblasting only all existing striping/legends/markings. Raised dots and markings shall be removed by grinding.

Prior to project grinding and removal work, Contractor shall video all existing markings, painting and pavement devices for use in carrying out this Bid Item.

Raised pavement markers other than blue hydrant markers shall conform to the California Department of Transportation Standard Specifications Section 85, current edition, and shall be of type as called for on the plans.

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City of Huntington Park.

Painted and raised pavement marker removal shall conform to Section 85 of the Caltrans Standard Specifications, current edition. All residue remaining as a part of the removal operations shall be removed from the site.

Layout shall be approved, in writing, by the Engineer prior to placing Thermoplastic, curb painting and markings.

Thermoplastic Pavement striping and markings are per Caltrans Standard Plans.

Markings, as used in these Specifications, include both lines and miscellaneous markings applied to the pavement surface, painting of red curb and the installation of raised pavement markers. Materials and installation for painted and raised pavement markers shall conform to Section 84 and 85 of Caltrans Standard Specifications, current edition.

The Contractor shall provide cat tracking for the centerline and lane lines the same day, following paving operations. Reflectorized "slurry tabs" may be used in lieu of painted cat tracking.

Place Raised Blue Reflective for Fire Hydrant (NOT A BID ITEM)

Two-Way Blue Reflective Fire Hydrant Raised Pavement Markers installation as shown on Contract Drawings are a part of this item and shall conform to the Standard Specification Sections 314-3.1 and 314-5.1 to 314-5.5 and shall be in accordance with the Caltrans Traffic Manual Section 6 "Markings" for each fire hydrant.

Payment for **Traffic Signing, Striping, Markings and Curb Painting** shall be at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing all labor, materials (including adhesives, glass beads, and paint), tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the installation of pavement striping, raised reflective pavement markers, painting curbs, blue markers, including removal and installation of traffic signs and posts as indicated, complete in place for the width specified, and pavement markings of arrows, symbols, numbers and words , as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 31 – Provide Construction Survey, Re-establish Survey Monuments and Centerline Ties

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or a Civil Engineer duly licensed to perform land surveying.

It is the Contractor's responsibility to Re-establish Survey Monuments and Centerline ties as disturbed in the field and shall conform to Standard Specification for Public Works Construction Section 309 and as modified below. All work done on monuments shall be recorded and copies thereof filed with the City of Huntington Park Engineer and the County Surveyor. This work will include all reestablishment of all monuments that are disturbed through the course of completing this project.

A corner record survey shall be completed and filed with the County of Los Angeles Surveyor for each survey monument that the Contractor resets including but limited to street centerline monuments. A copy of each corner record shall be provided to the City Engineer after filing

with the County.

Construction Staking consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction Staking shall conform to the Standard Specification Section 3-10. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City Engineer-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork and paving work required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Control for construction of reinforcing steel, concrete work, and structural steel work.
7. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.

City Engineer reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City Engineer exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City Engineer prior to beginning work that requires their use.

Prior to completion of Project and when requested by City Engineer, Contractor shall submit a copy of project drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file "Record of Survey Map". The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses.

Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to City Engineer any temporary control points as necessary due to construction activity. The Contractor shall notify City Engineer of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the established control points as available from City records, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms,

equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the plans. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Surveyor/Engineer retained and protected in place by the Contractor until authorized to remove them.

Surveying shall conform to methods, procedures, and requirements of the Caltrans Survey Manual. Contractor shall set finish grades at a maximum of 25-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be Contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The Contractor shall report to City Engineer loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. Any extra work will be approved by the City prior to work being done.

Payment for **Provide Construction Survey, Re-establish Survey Monuments and Centerline Ties** shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction, and no additional compensation will be allowed therefor. Contractor shall submit electronic files of surveys conducted for Progress Payments with each Pay Request.

Bid Item No. 32 – Install Public Improvement Project Signs

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall be submitted to the City Engineer for approval prior to fabrication. The sign is illustrated in Appendix "C".

Size: 4 feet by 4 feet mounted on Post with a 7 feet clearance above ground level.

Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).

Support: 4-inch by 4-inch by 11 feet posts.

Mounting: Frame shall be constructed using 2 inches by 6 inches by 8 feet skids centered on each post and a 2 inch by 4 inches by 5 feet 6 inches 45-degree brace for each skid and a 2 inches by 6 inches cross-strut between the bottom of the posts all of bolted construction.

Plywood panel shall be mounted using 3/8 inch by 5 inches carriage bolts at 16 inches maximum on center.

Paint: Panel Face: Three coats outdoor enamel (sprayed) Panel Rear and Frame: Two coats outdoor enamel (sprayed).

Color: Stark white background and blue lettering.

Lettering: Silkscreen enamels, Helvetica medium.

Covering: 1/4 inch clear plastic.

Location: The signs shall be placed at each end of the street that work is being constructed on. If various locations of work are included, the signs will be moved by the Contractor per the AGENCY's schedule.

Disposition: After the Notice of Completion is issued, the sign shall become the property of the AGENCY, and the Contractor shall deliver the sign to the Public Works Facility at no expense to the AGENCY.

Should, at the time, Contractor need to prepare the signs, Contractor is to check with City as to approved sign the Public Works Department may have in storage that can be used. Should the City have such signs, they shall be used in lieu of the making new signs. Should the City have signs at the Public Works Department that the Contractor can use, the Contractor will only be paid for signs the Contractor has made and are so furnished.

Payment for **Installation of Public Improvement Project Signs** shall be at the contract unit price per **Each (EA)** and shall include full compensation for all labor and materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project.

Bid Item No. 33 – Provide Erosion Control and BPMs

Erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Construction site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.
Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheet flow, swales, area drains, natural drainage courses or wind. Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate must be stored in accordance with their listing and are not to contaminate the soil and surface waters. All approved storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system. Excess waste concrete may not be washed into the public right-of-way or any other drainage system. Provisions shall be made to retain concrete wastes on site until they can be disposed of as solid waste. Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination by rainwater and dispersal by wind. Sediments and other materials may not be tracked from the site by vehicle traffic. Accidental depositions must be swept up immediately and may not be washed down by rain or other means.

The construction work within Caltrans right-of-way, if applicable, must comply with construction site Best Management Practice (BMPs) as per Caltrans Project Planning and

Design Guide (PPDG) dated July 2016, including later revisions and addendums. Works related to drainage system, water pollution control and erosion control within the state right-of-way shall be in accordance with the latest Caltrans standard specifications and special provisions. The temporary drainage inlet protection shall comply with the Caltrans Standard Special Provisions, SSP 130620. The following BMPs as outlined in, but not limited to, CASQA's California Storm Water Best Management Practice Handbook, California Storm Water Quality Task Force, Sacramento California 2003, or the latest revised edition, may apply during construction (additional measures may be required if deemed appropriate by inspector).

EC-2 Preservation of Existing Vegetation
NS-2 Dewatering Operations
NS-3 Paving & Grinding Operations
SC-21 Vehicle & Equipment Cleaning
SC-20 Vehicle & Equipment Fueling
SC-22 Vehicle & Equipment Repairs
SE-8 Sand Bag Barrier
SE-10 Storm Drain Inlet Protection
WE-1 Wind Erosion Control
WM-1 Material Delivery & Storage
WM-2 Material Use
WM-4 Spill Prevention & Control
WM-5 Solid Waste Management
WM-8 Concrete Waste Management
WM-9 Sanitary/Septic Waste Management

Payment for **Providing Erosion Control & BMPs** shall be at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, practices, equipment, hauling, properly disposing, protection of facilities, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 34 – Provide Soil and Pavement Testing Services as Directed by the Engineer – Allowance

This Contract provides an allowance of up to $20,000 (includes actual cost plus 15% overhead of Contractor) for a geotechnical and soil compaction testing, concrete testing and AC density test (field work, office work and AC batch plant inspection). The Testing/Geotechnical Engineering Firm shall be headed by a California Registered Geotechnical Engineer and shall be approved by the City prior to start of soil and pavement testing tasks.

All required AC and Soil tests shall be performed per Inspector's requests. All such work required by the Inspector will be paid by the City to the Contractor on the submittal and approval of invoices of the firm retained by the Contractor plus 15% charge for Contractor supervisorial costs.

All Other Items of Work (NOT A BID ITEM)

Compensation for all other items of work that are not identified in this specifications shall be included in the other items of work and no additional compensation will be allowed.

Not a Bid Item – Shoring or Grading

Shoring where needed shall be placed to protect exiting improvement including adjacent properties. Shoring shall conform to Standard Specification for Public Works Construction Section 306-4. Temporary shoring design is Contractor responsibility and shall be done by a Registered Engineer. Contractor shall submit the calculation to the City's Building and Safety Department prior commencement of the construction.

The Contractor has the option to Grade 2:1 instead of shoring if feasible. It will be the Contractors responsibility to make that determination and to submit for approval to the Construction Manager prior to commencement of work.

Payment for **shoring or grading** shall be **included in the unit price per bid item** and no additional compensation will be allowed therefor.

Bid Item No. 35 - Furnish and Install 8 Inch PVC C-900 Pipe With All Appurtenant Connections to the Existing Water Mains, Fittings and Parts, All Necessary Tees and Transitions, Over and/or Under Crossings, Elbows and Fittings, Cutting And Plugging of Water Main, and Thrust Blocks as Shown on the Plans or as Described in the Contract Documents. The Work Shall Include All Trenching and Backfill
Bid Item No. 36 - Furnish and Install 12 Inch PVC C-900 Pipe With All Appurtenant Connections to the Existing Water Mains, Fittings and Parts, All Necessary Tees and Transitions, Over and/or Under Crossings, Elbows and Fittings, Cutting And Plugging of Water Main, and Thrust Blocks as Shown on the Plans or as Described in the Contract Documents. The Work Shall Include All Trenching and Backfill

The scope of work in general consists of installation of a new 8" PVC C-900 Water Main Pipe and the related work. The work shall include all saw cut, trenching, removal of existing pipe (if necessary), fittings and valves as needed for new construction, laying pipe, all the work related to connections of new water line to the existing system, cutting and plugging water main at dead ends, thrust blocks, sand bedding, backfill, compaction, AC or PCC pavement replacement, and all required testing to deliver a complete operational system in place.

A. General

1. The contractor shall comply with all City procedures and standards relative to water service interruption.

2. The contractor shall furnish all labor, materials, and equipment to construct the water system as shown on the plans in accordance with applicable portions of the Standard Specifications for Public Works Construction, latest edition, AWWA, and L.A. County Water Works Districts as it applies and per Engineer's instruction.

B. Excavation, Backfill and Resurfacing

1. Trench resurfacing in areas where pavement rehabilitation is not scheduled at the present, shall be in accordance with section 306 of the Standard Specifications.

2. Excavation, trenching and backfill for water lines shall conform to the provisions of section 306-3 of the Standard Specifications. Water line shall be encased as directed by City Engineer when it is installed under existing utilities.

C. Materials

1. Water main pipe shall be PVC C-900 per AWWA C900, push-on joints, all in accordance with sub-section 209-4 of the Standard Specifications.

2. All joint and flanged fittings shall be cement lined and shall conform to Standard Specifications sub-section 207-9. All mechanical joints shall be with locking retainer glands.

3. Gate valves shall be iron body, bottom wedging, double disc, with parallel seats and 2-inch square operating nuts, designed for 200 psi water-working pressure, conforming to AWWA C500 for Gate Valves for Ordinary Waterworks Service.

4. DIP pipes shall be wrapped with Polyethylene Encasement. All ductile-iron pipe and fittings buried underground shall be protected with a polyethylene encasement wrap in accordance with the AWWA C105 Standard. Wrap material shall be a loose 8-mil-thick LLD polyethylene tube or a 4-mil thick HDCL polyethylene tube. All joints between plastic tubes shall be wrapped with 2-inch-wide, 10-mil thick, polyethylene adhesive tape, Polyken 900, Scotchwrap 50, or for contracts between the City and Contractor, approved equal. Installation of wrapping in the field shall be performed in the following manner:

    a. Placement of Polyethylene Encasement: Using a sling, the pipe shall be picked up with a crane at the side of the trench and raised about 3 feet off the ground. The polyethylene tube, cut approximately 2 feet longer than the length of pipe, shall be slipped over the spigot end of

the pipe and bunched up, accordion fashion, between end of the pipe and the sling.

b. Placement of Pipe into Trench: The pipe shall be lowered into the trench, the spigot shall be seated into the bell of the adjacent installed pipe, and the pipe lowered into the trench bottom. A shallow bell hole shall be provided in the trench bottom to facilitate the wrapping of the joint.

c. Joint Assembly: The pipe joint shall then be made up as described herein.

d. Adjustment of Polyethylene Encasement: The sling shall be removed from the center of the pipe and hooked into the bell cavity. The bell shall be raised approximately 12 inches and the tube of polyethylene film slipped along the full length of the pipe barrel. Enough of the film shall be left bunched up, accordion fashion, at each end of the pipe to overlap the adjoining pipe about 1 foot. Care shall be taken to ensure that soil that adheres to the pipe is removed as the polyethylene film is placed around the pipe.

e. Overlapped Joints: To make the overlapped joint wrap, the film shall be pulled over the bell of the pipe, folded around the adjacent spigot, and wrapped with about three circumferential turns of the plastic adhesive tape in order to seal the tube of film to the pipe. The tube on the adjacent pipe shall be then pulled over the first wrap on the pipe bell and sealed in place behind the bell, using about three circumferential turns of the polyethylene adhesive tape.

f. Attachment of Encasement: The resulting loose wrap on the barrel of the pipe shall be pulled snugly around the barrel of pipe, the excess material folded over the top and the fold held in place by means of short strips of the 2-inch wide, 10-mil thick adhesive tape at intervals 5 feet apart along the pipe barrel.

The contractor is responsible for removal, haul away, return to vendor, or disposal of surplus material, if any, at the end of the construction. No additional compensation shall be made for such surplus materials.

D. Thrust Blocks and Gravity Blocks

1. Contractor shall construct thrust blocks and gravity blocks where required on the plans and whenever there is an angle point on the water pipe alignment per details as shown on the water improvement plans. All work shall be done

in accordance with the AWWA standards and manufacturer's recommendations.

2. Subject to field verification by the soils engineer, the minimum bearing areas for thrust blocks is shown on the plan.

E. Utility Companies

The contractor shall coordinate with utility companies to field verify the exact locations and depths of existing utilities at conflict points prior to constructing water mains.

The contractor shall verify the vertical separation between utility lines, in the event that vertical separation is less than 3 feet, the contractor must contact the utility owner and request any specifications for their facilities protection. Special attention should be given to gas line crossings. The Gas company requests an 18" minimum clearance for which detail 14/C-21 may be used to provide said clearance. Complying with the exiting utility standards and specifications for protection of their facilities must be included in the bid price.

F. Hydrostatic Tests

Pressure Tests. After the pipe has been laid, the joints completed, and the trench partially back-filled, the newly laid piping shall be pressure tested in accordance with Standard Specifications sub-section 306-7.8.2. The test pressure shall be 110 percent of the minimum design pressure of 200 psi. Each valve shall be opened and closed several times during the test. Exposed pipe, joints, fittings, valves, shall be carefully examined during the partially open trench test. Joints showing visible leakage shall be replaced or remade as necessary. Cracked or defective pipe, joints, fittings valves, discovered during the course of this pressure test shall be removed and replaced with sound material, and the test shall be repeated until the test results are satisfactory.

G. Disinfection

All bacteria test shall be done with the presence of Water Department representative.

Water mains and lateral line shall be disinfected as prescribed by AWWA C601 before connection to the existing system.

H. Clean-up

Upon completion of the installation of the new water line and appurtenances, all debris and surplus materials resulting from the work shall be removed.

I. Fire Hydrant Location

The Contractor shall provide a tee, blind flanges, and all necessary thrust blocks at the new fire hydrant location per Plans.

J. Minimal Service interruption

The contractor shall prepare a construction phasing plan to ascertain continuous water service connection to all residents and businesses with minimal interruptions. Such a plan shall be submitted to the engineer for his approval prior to start of the construction.

New water line shall be constructed per plans and specifications and per APWA, AWWA, and LACPWD standards. Location, size, depth, and assemblies shall be as specified per plans or per Engineer's instruction.

Payment for **Furnish and Install of 8 Inch and 12 Inch PVC C-900 Pipe With All Appurtenant Connections to the Existing Water Mains, Fittings and Parts, All Necessary Tees and Transitions, Over and/or Under Crossings, Elbows and Fittings, Cutting and Plugging of Water Main, and Thrust Blocks as Shown on the Plans or as Described in the Contract Documents. The Work Shall Include All Trenching and Backfill** as shown on the plan shall be at the contract unit price per **Linear Foot (LF)**. Final field measurement will be the length of centerline of the completed pipeline in place including all fittings. Such payment will be considered full compensation for furnishing all labor, materials, tools and equipment, and completing all work involved in installing the water lines. All sawcut, removal (if necessary), trenching, haul away and disposal, sand bedding, pipe laying, fitting, connections of the new water line to the existing mains with all the necessary fittings, thrust blocks, backfill, compaction, AC or PCC pavement, all required tests, and disinfections shall be included and no other payments will be made for the scope of the work under this contract.

Bid Item No. 37 – Furnish and Install New 6" D.I. Resilient-Wedge Gate Valve. Restore Pavement Surface per City Engineer Direction
Bid Item No. 38 – Furnish and Install New 8" D.I. Resilient-Wedge Gate Valve. Restore Pavement Surface per City Engineer Direction
Bid Item No. 39 – Furnish and Install New 12" D.I. Resilient-Wedge Gate Valve. Restore Pavement Surface per City Engineer Direction

This Bid Item shall include all labor, material and equipment required construct New 6", 8" or 12" Ductile Iron Resilient-Wedge Gate Valve per plan, including can and cover. The finished surface shall be constructed to match the existing, can and cover shall be adjusted to final grades after all resurfacing work is completed. All labor and material, tools, equipment necessary to do such work shall be included. All removal, disassembly, disposal, backfill, compaction, construction of finished surface and adjustment of can and cover shall be included.

Payment for **Furnish and Install New 6", 8" or 12" D.I. Resilient-Wedge Gate Valve. Restore Pavement Surface per City Engineer Direction** shall be at the contract unit price

per **Each (EA)** and shall include full compensation for excavation, fittings, thrust blocks, joints, backfill, compaction, testing, disinfections, AC or PCC replacement, can, painted cover and all incidentals and connections.

Bid Item No. 40 – Remove Existing Water Meter Box and Service and Construct New 1" Water Service, Install Meter and Meter Box (Provided by City)

This Bid Item shall include all labor, material and equipment required to remove existing water meter, meter box, and water service line, and abandon the remaining appurtenances by shutting off a corporation stop. Contractor shall deliver all salvaged appurtenances to the City Yard.

The bid item is also for construction of water service line, installing water meter and box, service line and connection as directed by the City Engineer.

The work under this item shall include the cost of but not limited to pavement cutting and removal, excavating, shoring, furnishing and placing concrete brick blocking under pipe, furnishing and installing pipe, couplings, tapping connection as directed by the City Engineer, and cover, backfilling, temporary and permanent pavement resurfacing, traffic control, flushing and disinfecting, bacteria test, flow test, hydrostatic test, removal and replacement where required of existing improvements (exclusive of utilities) which interfere with construction (includes all existing improvements located outside the traveled roadway, such as concrete curb and gutter, sidewalk, driveways, sprinklers, parkways, etc.), disposing and salvaging of respective materials and appurtenances, disposing of all excess excavated or removed material, and all other labor, equipment and material incidental to the installation of water meter, complete in place. Re-sod all lawns that may have been damaged or removed using suitable topsoil.

Upon completion of service line installation, and after the field tests have been performed, each meter shall be operated in the presence of the City Representative. Operation shall consist of installation of appropriate BMPs at the water flow course prior to opening the service line.

Connection from the new meter to the existing line servicing the private property must be included. Due to space constrains, some new meters might be located far from the existing meters, the Contractor must use the same or better type of pipe material to construct a connection, this work is considered part of this bid item and no additional compensation will be allowed therefor.

In the case of leakage from the meter in any direction, the contractor will be responsible to repair the connection and any damages cause by the leakage to the satisfaction of the City Engineer. In the event that the leakage is from the meter to the private property, the contractor must replace up to 3' of the existing pipe to secure a proper connection. The cost of this repairs, if any, must be included in the bid item price and no additional compensation will be allowed therefor.

City will provide water meter and box to be installed by the contractor.

Payment for **Remove Existing Water Meter, Box and Service and Construct New Water Service, Meter and Box** shall be at the contract unit price per **Each (EA)** and shall include full compensation for removing, disposing, delivering salvaged appurtenances to the City Yard, furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, finishing, testing, hauling, proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 41 – Remove Existing Fire Hydrant Assembly and Service Line and Construct New Fire Hydrant Assembly and Service Line

This Bid Item shall include all labor, material and equipment required to remove existing Fire Hydrant Assembly, Fire service line, valve and other appurtenances. Contractor shall deliver all salvaged appurtenances to the City Yard.

The bid item is also for furnishing and installing each fire hydrant assembly, lateral service line and blue reflective marker per City of Huntington Park Standards, and as shown on the plans. The work under this item shall include the cost of but not limited to pavement cutting and removal, excavating, shoring, tunneling, furnishing and placing concrete thrust block under pipe, furnishing and installing pipe, couplings, restrained joints, gate valve, valve can, tapping or hot tap connection as directed by the City Engineer, mechanical joint, and cover, slurry backfilling, temporary and permanent pavement resurfacing, traffic control, flushing and disinfecting, bacteria test, flow test, hydrostatic test, removal and replacement where required of existing improvements (exclusive of utilities) which interfere with construction (includes all existing improvements located outside the traveled roadway, such as concrete curb and gutter, sidewalk, driveways, sprinklers, parkways, etc.), disposing and salvaging of respective pipe, materials and concrete or thrust blocks, disposing of all excess excavated or removed material, and all other labor, equipment and material incidental to the installation of fire hydrant assembly, complete in place. Where a valve assembly is installed within concrete gutter, the Contractor shall replace a minimum of 6 linear feet of curb and gutter, in kind, with no additional compensation. Re-sod all lawns that may have been damaged or removed using suitable topsoil.

In general, the size of fire hydrants shall have at minimum one 4 ½ inch outlet and two 2 ½ inch hose outlets with National Standard Thread unless otherwise noted on approved plans and have a working pressure and shall conform to AWWA C502 standards and be approved by City Engineer.

Upon completion of Fire Hydrant installation, and after the field tests have been performed, each fire hydrant shall be operated in the presence of the City Engineer. Operation shall consist of installation of appropriate BMPs at the water flow course prior to opening the fire hydrant assemblies and allowing water to flow freely from one or more of its outlets. Upon completion of this sequence the fire hydrants shall be turned off and all protection caps properly placed on each outlet.

Payment for **Remove Existing Fire Hydrant Assembly and Service Line and Construct New Fire Hydrant Assembly and Service Line** shall be at the contract unit price per **Each (EA)** and shall include full compensation for removing, disposing, delivering salvaged appurtenances to the City Yard, furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, finishing, testing, hauling, proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 42 – Construct New Fire Hydrant Assembly and Service Line

The bid item is also for furnishing and installing each fire hydrant assembly, lateral service line and blue reflective marker per City of Huntington Park Standards, and as shown on the plans. The work under this item shall include the cost of but not limited to pavement cutting and removal, excavating, shoring, tunneling, furnishing and placing concrete thrust block under pipe, furnishing and installing pipe, couplings, restrained joints, gate valve, valve can, tapping or hot tap connection as directed by the City Engineer, mechanical joint, and cover, slurry backfilling, temporary and permanent pavement resurfacing, traffic control, flushing and disinfecting, bacteria test, flow test, hydrostatic test, removal and replacement where required of existing improvements (exclusive of utilities) which interfere with construction (includes all existing improvements located outside the traveled roadway, such as concrete curb and gutter, sidewalk, driveways, sprinklers, parkways, etc.), disposing and salvaging of respective pipe, materials and concrete or thrust blocks, disposing of all excess excavated or removed material, and all other labor, equipment and material incidental to the installation of fire hydrant assembly, complete in place. Where a valve assembly is installed within concrete gutter, the Contractor shall replace a minimum of 6 linear feet of curb and gutter, in kind, with no additional compensation. Re-sod all lawns that may have been damaged or removed using suitable topsoil.

In general, the size of fire hydrants shall have at minimum one 4 ½ inch outlet and two 2 ½ inch hose outlets with National Standard Thread unless otherwise noted on approved plans and have a working pressure and shall conform to AWWA C502 standards and be approved by City Engineer.

Upon completion of Fire Hydrant installation, and after the field tests have been performed, each fire hydrant shall be operated in the presence of the City Engineer. Operation shall consist of installation of appropriate BMPs at the water flow course prior to opening the fire hydrant assemblies and allowing water to flow freely from one or more of its outlets. Upon completion of this sequence the fire hydrants shall be turned off and all protection caps properly placed on each outlet.

Payment for **Construct New Fire Hydrant Assembly and Service Line** shall be at the contract unit price per **Each (EA)** and shall include full compensation for removing, disposing, delivering salvaged appurtenances to the City Yard, furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, finishing, testing, hauling,

proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 43 – Abandon Existing Water Line and Appurtenances per City Requirements

Abandoning of the existing water pipes shall be accomplished by cutting and plugging the existing line and completely fill with 1-sack slurry. Slurry backfill shall conform to Section 201 of the Standard Specifications and City requirements as directed by the Engineer. Mix will be 2-sack cement slurry.

The existing water line to be abandoned shall be cut at the locations necessary. Sufficient pipe shall be removed to reconnect the new line. The open end of the abandoned line shall be plugged with cement concrete or cement mortar 8" thick. The Contractor shall remove valves, tees, crosses, and pipe as shown on the plans and as necessary to perform construction. All fittings, pipe and valves shall be removed and disposed of by the Contractor.

Payment for **Abandon Existing Water Line & Appurtenances per City Requirements** shall be at the contract unit price per **Lump Sum (LS)** and shall include full compensation for all incidentals and no additional compensation will be allowed therefor.

Bid Item No. 44 – Encase Water Line

This bid item shall include all labor, material and equipment required to Encase Water Line for the project as shown on the drawings. Encasement shall be per steel casing pipe detail per LA County Waterworks Districts Standard Plan W-35.

Payment for **Encase Water Line** shall be at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved and no additional compensation will be allowed.

APPENDIX "A"

STANDARD PLANS

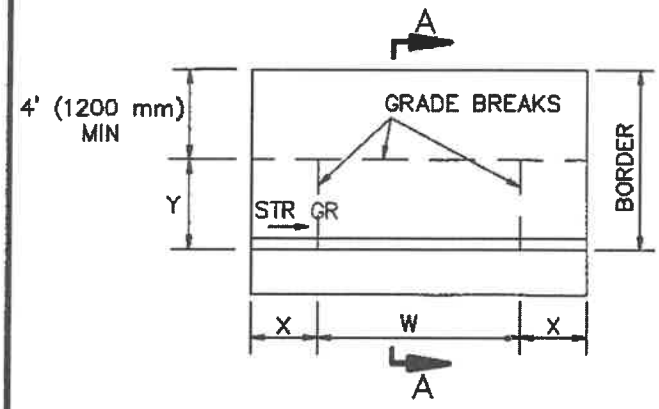
CITY OF HUNTINGTON PARK

SB1 STREET ENHANCEMENT PROJECT

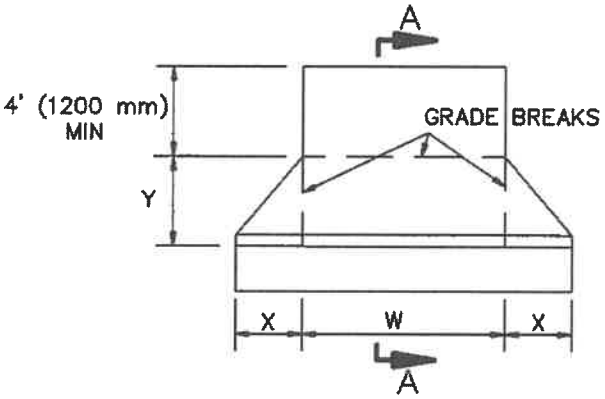
FY 2020/2021
PROJECT NO. 2020-01

LIST OF STANDARD PLANS

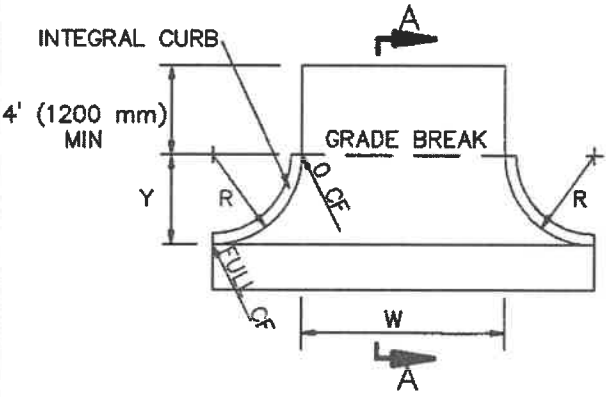
Plan No.	Description
Standard Plans for Public Works Construction:	
SPPWC 110-2	Driveway Approaches
SPPWC 111-5	Curb Ramp
SPPWC 112-2	Curb and Sidewalk Joints
SPPWC 113-2	Sidewalk and Driveway Replacement
SPPWC 120-2	Curb and Gutter – Barrier
SPPWC 205-3	Sewer Manhole Adjustment
SPPWC 206-2	Manhole Rising Rings
SPPWC 523-2	Root Pruning
Caltrans Standard Plans 2018:	
A20A	Pavement Markers and Traffic Lines
A24B, A24C, A24D, A24E, A24F, A24G	Pavement Markings, Arrows, Words, Symbols, Numerals, Limits & Crosswalk Lines
ES-5A, ES-5B	Electrical Systems (Loop Detectors)
LA County Waterworks Districts Standard Plans:	
W-5	Service Connection and Meter
W-8	Fire Hydrant (200 PSI Right Angle)
W-15	Valve Box
W-21	Concrete Thrust Blocks
W-22	Cutting/Plugging Water Mains
W-35	Steel Pipe Joint Details
W-46	Pipe Trench
W-50	Water Mains/Sanitary Sewer
LA County Sanitation Districts:	
Adjustment of County Sanitation Districts Manholes to New Grade	



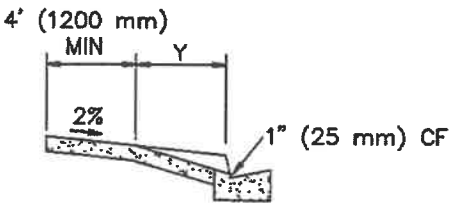
TYPE A



TYPE B



TYPE C



SECTION A–A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'–0" (900)	4'–0" (1200)
7" (175)	3'–6" (1050)	4'–9" (1425)
8" (200)	4'–0" (1200)	5'–8" (1700)
9" (225)	4'–6" (1350)	6'–6" (1950)
10" (250)	5'–0" (1500)	7'–3" (2175)
11" (275)	5'–6" (1650)	8'–0" (2400)
12" (300) or more	6'–0" (1800)	8'–9" (2625)

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

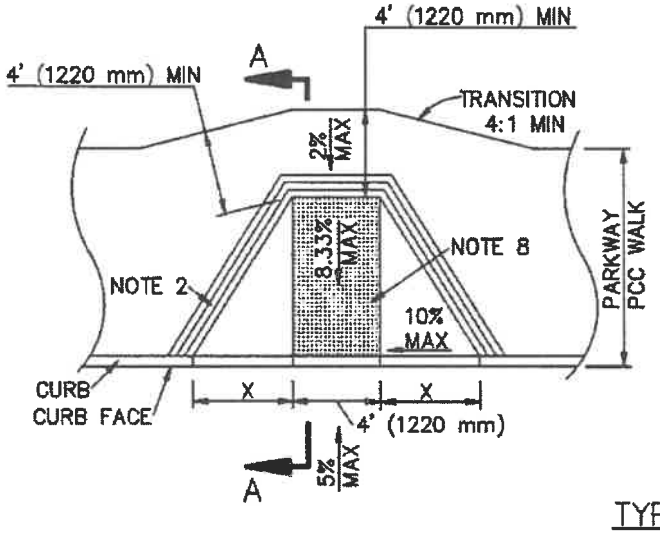
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

DRIVEWAY APPROACHES

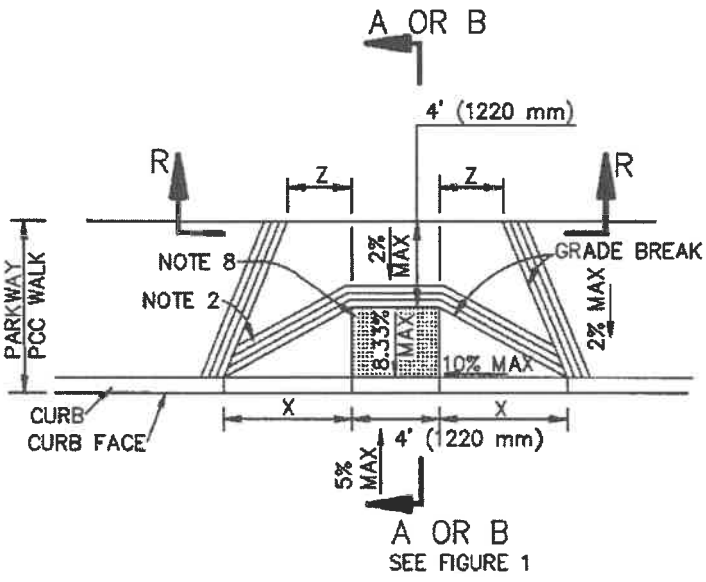
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 110–2

SHEET 1 OF 1



TYPE 1



TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

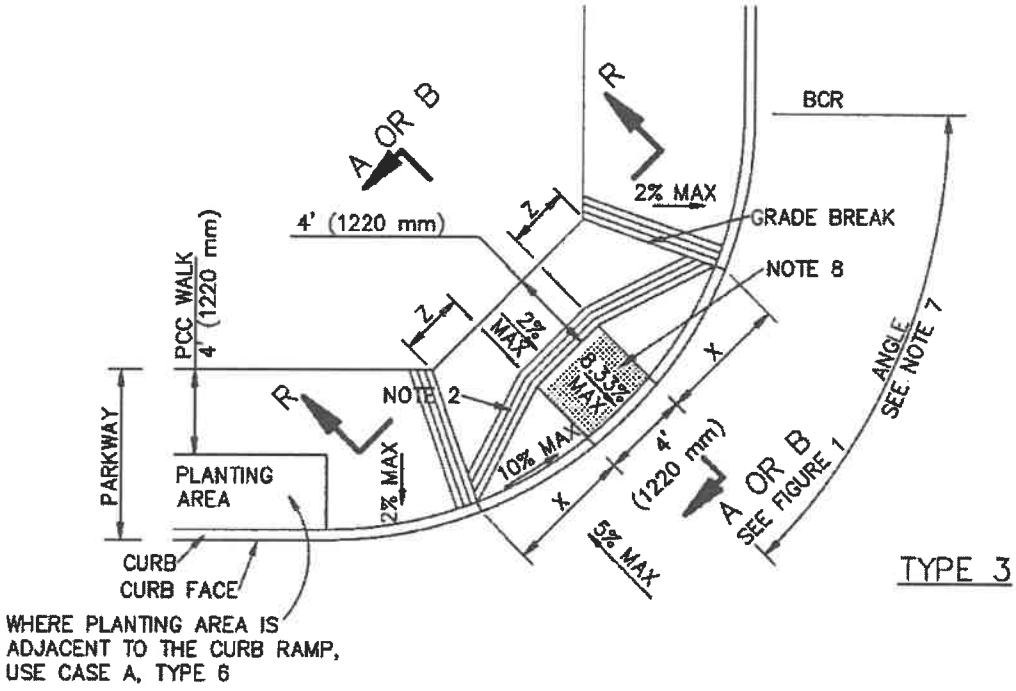
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1982 REV. 1998, 2000, 2005, 2009, 2013

CURB RAMP

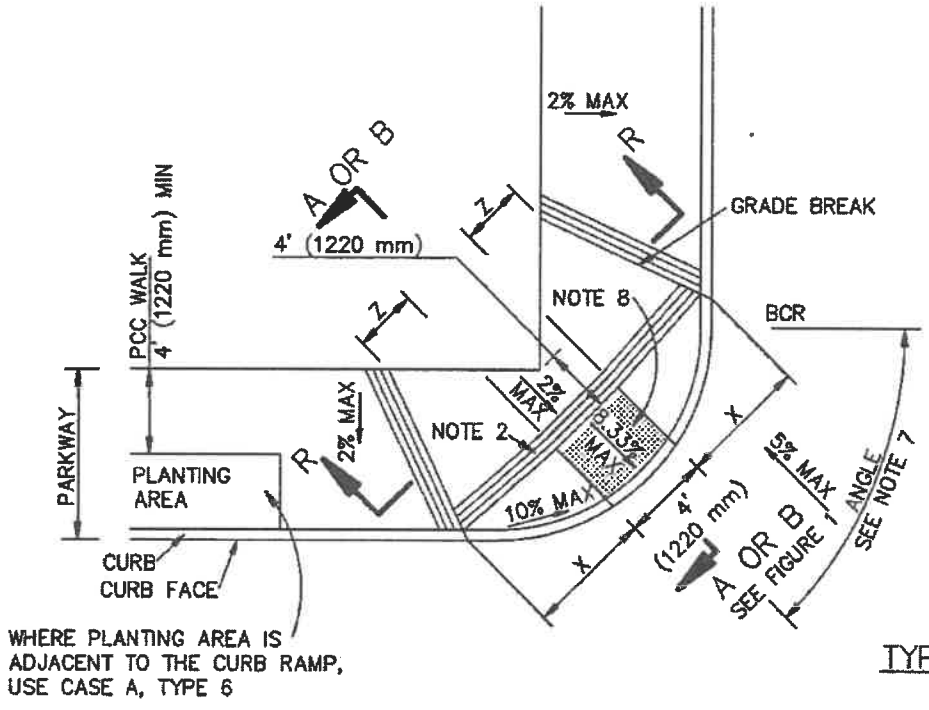
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 111-5

SHEET 1 OF 10



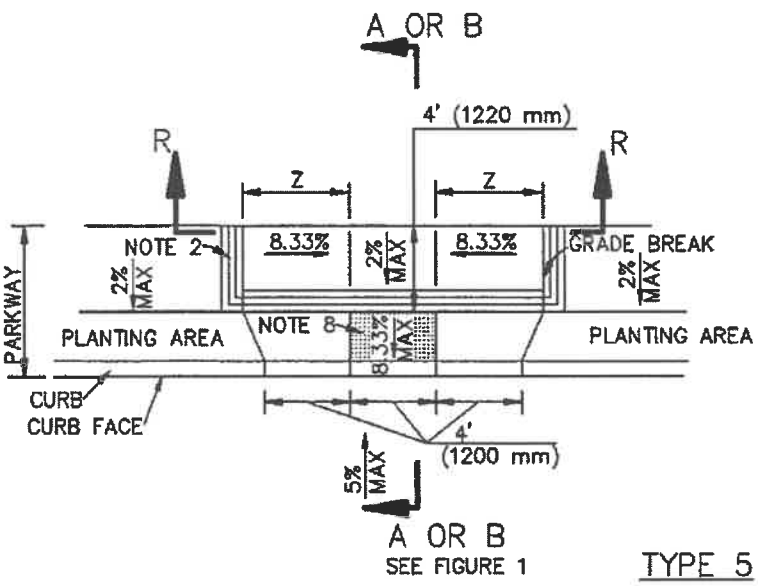
TYPE 3



TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 2 OF 10



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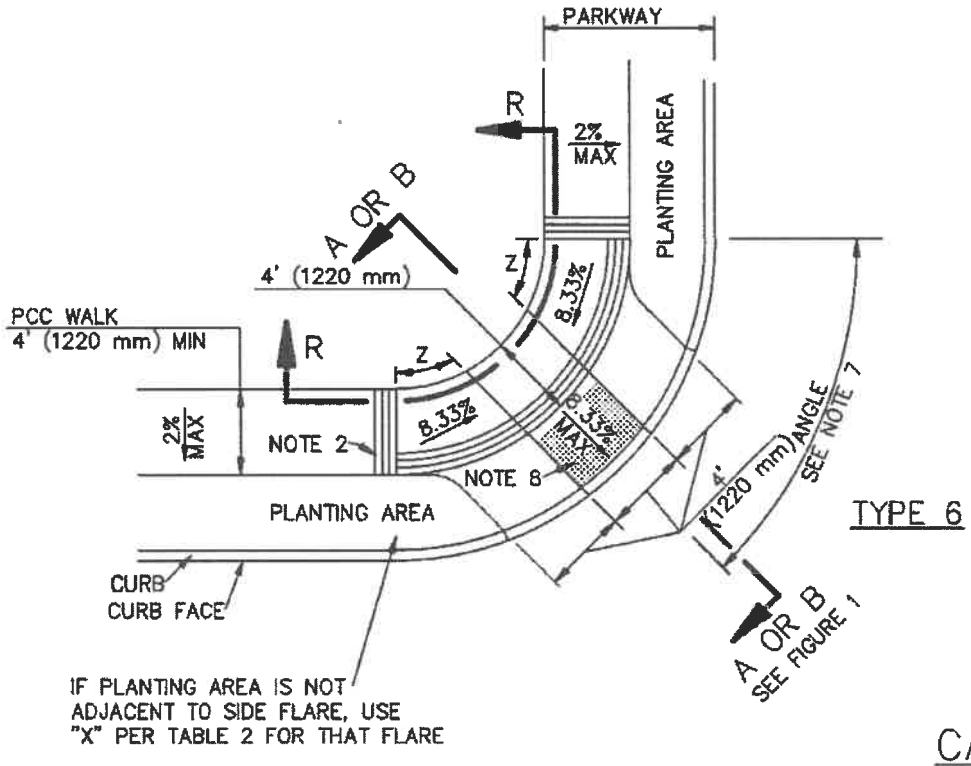
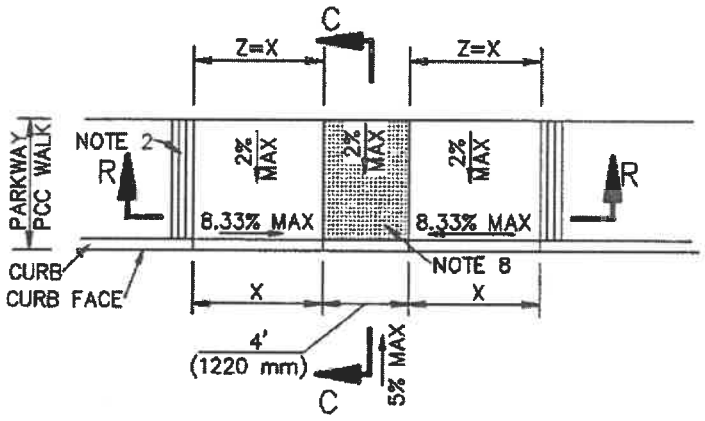


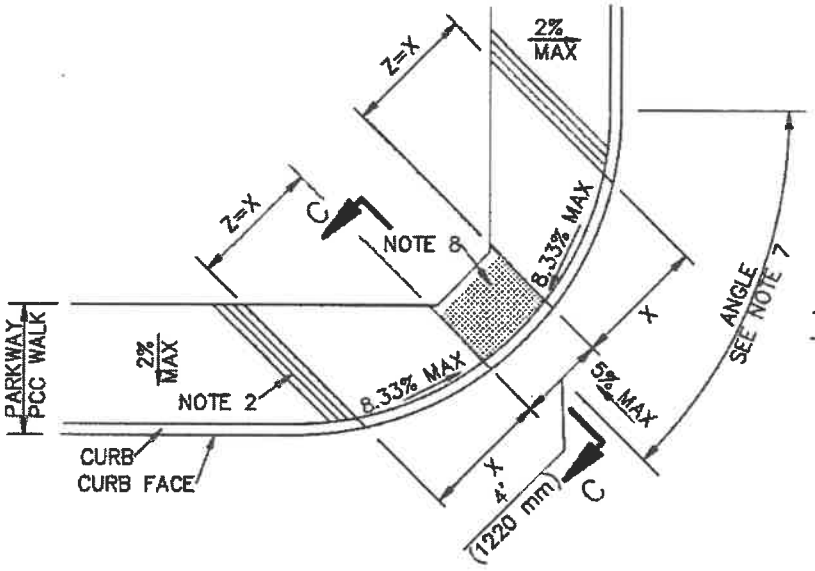
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 3 OF 10



TYPE 1

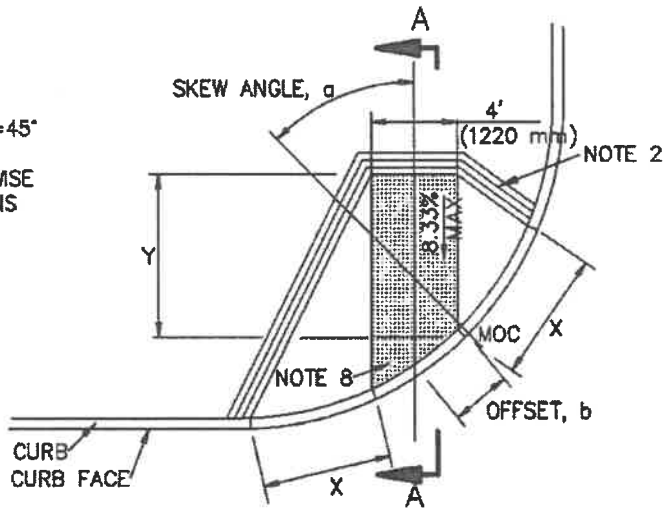


TYPE 2

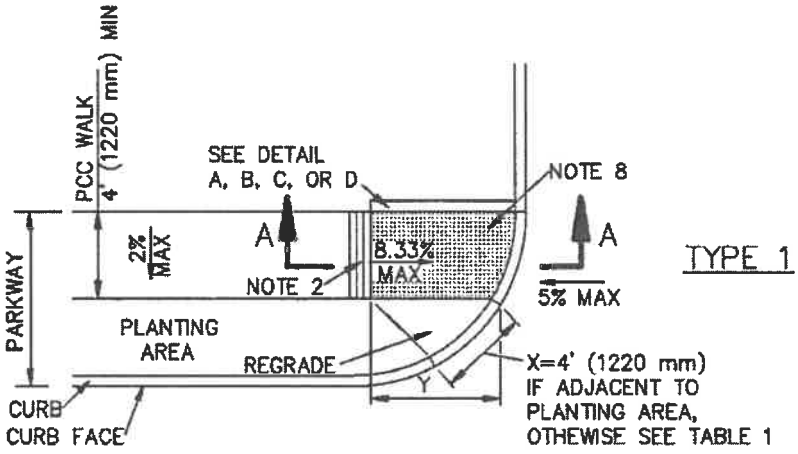
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 4 OF 10

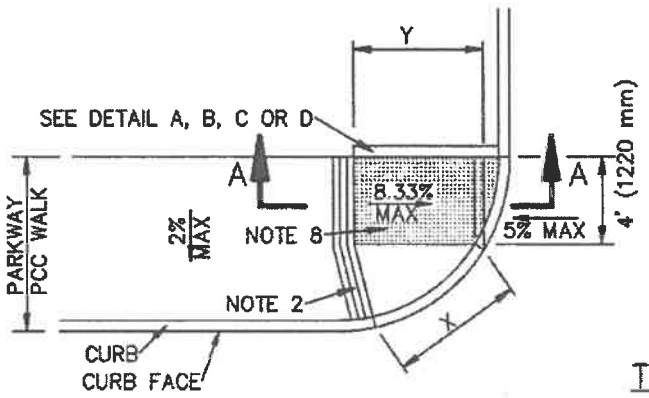
SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



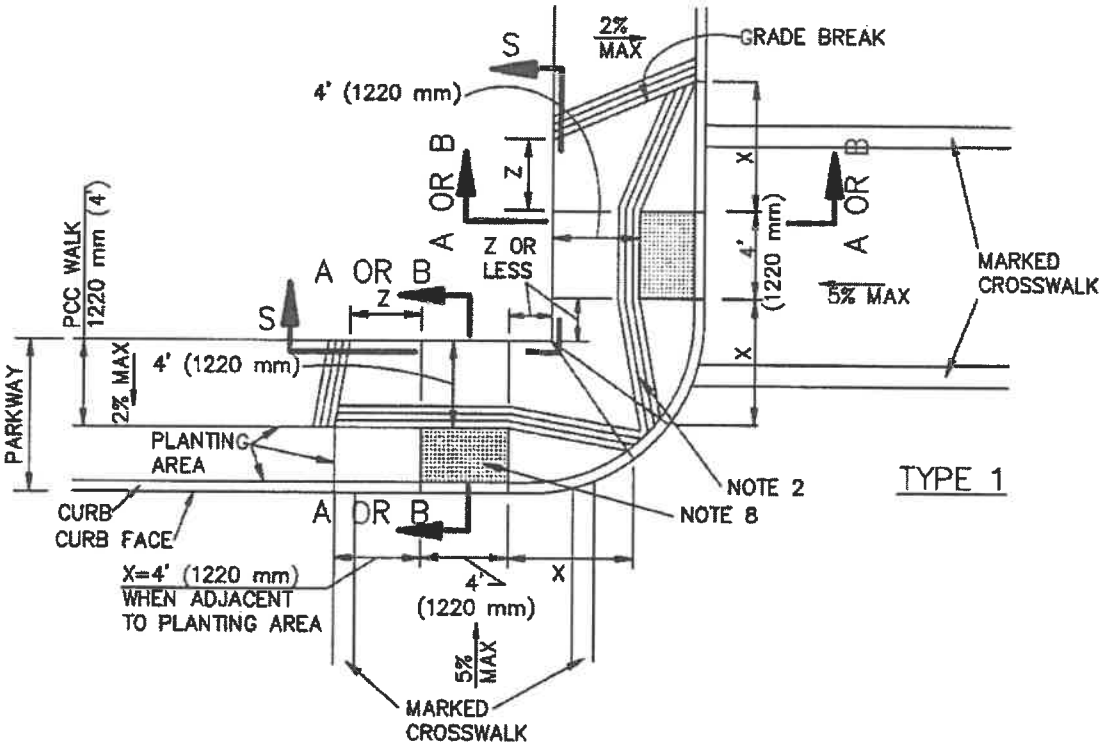
TYPE 1

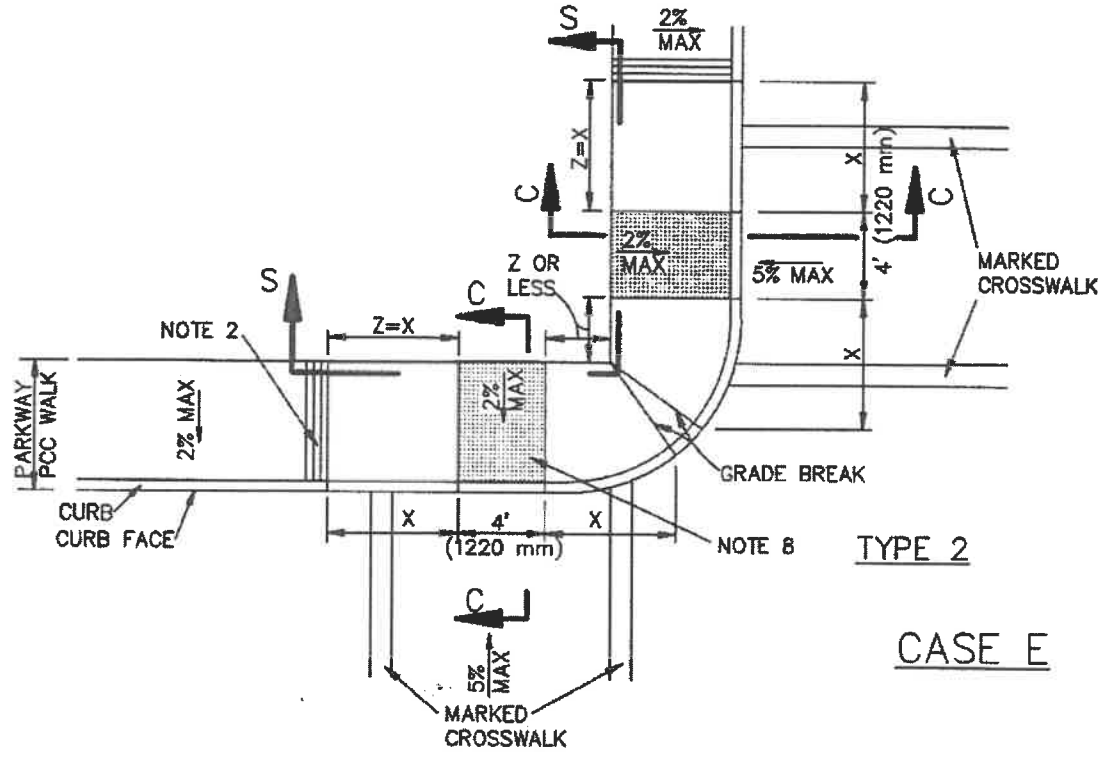


TYPE 2

CASE D

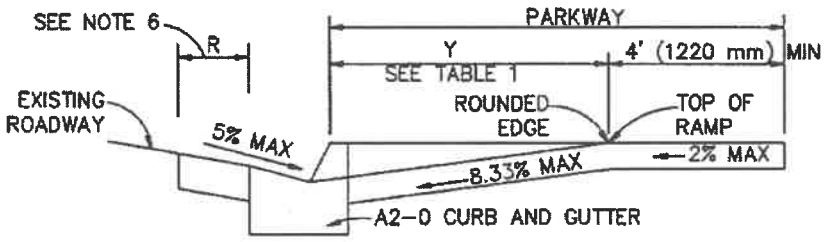
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 5 OF 10





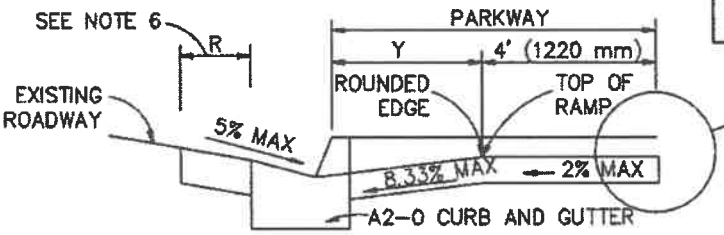
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 6 OF 10

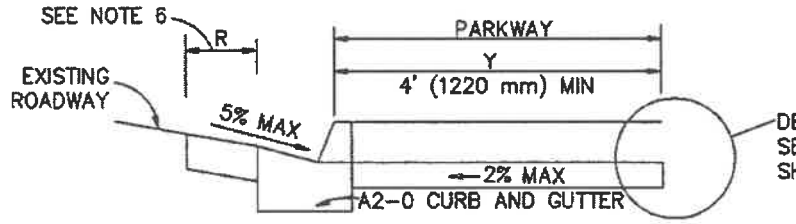


SECTION A-A

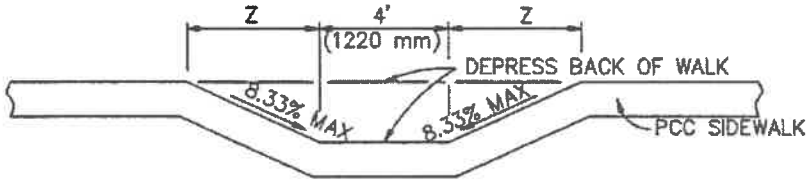
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



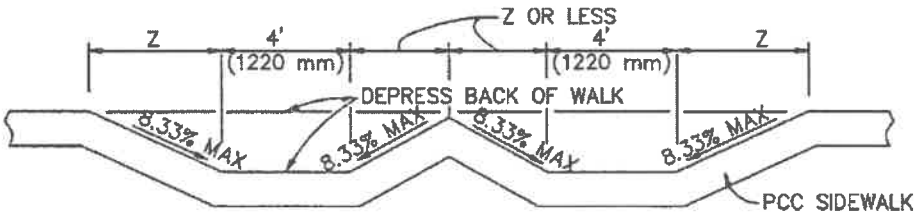
SECTION B-B



SECTION C-C



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 7 OF 10

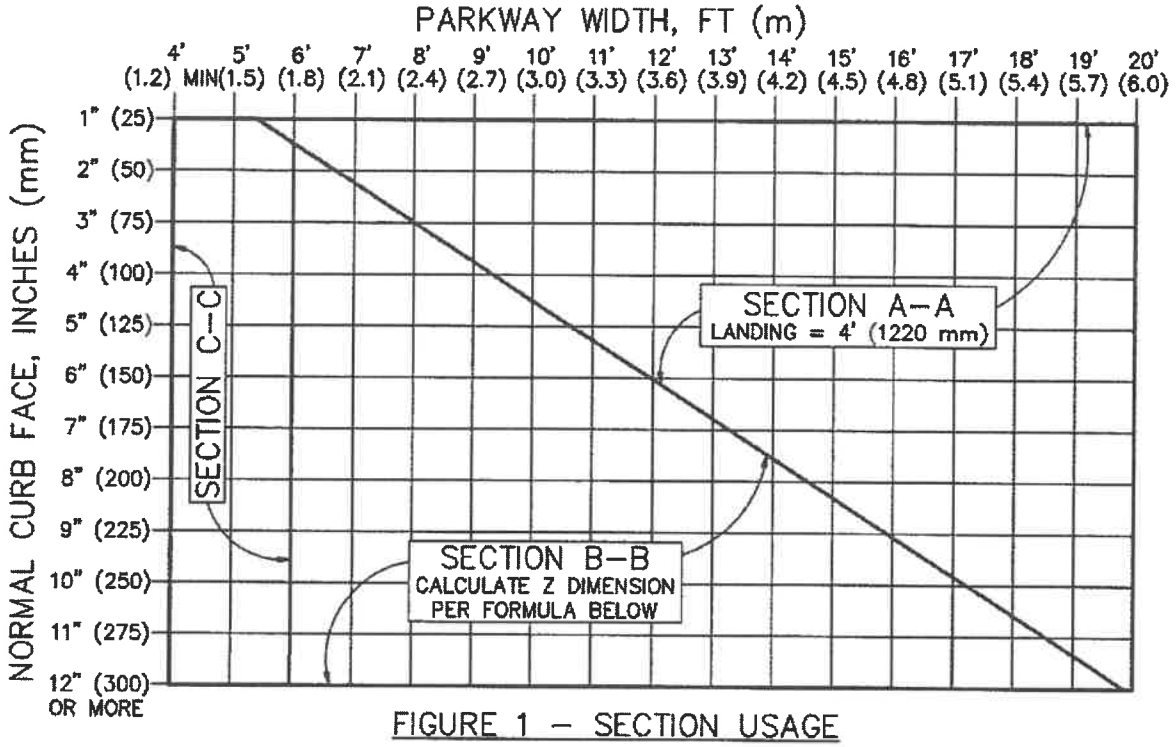


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y–Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

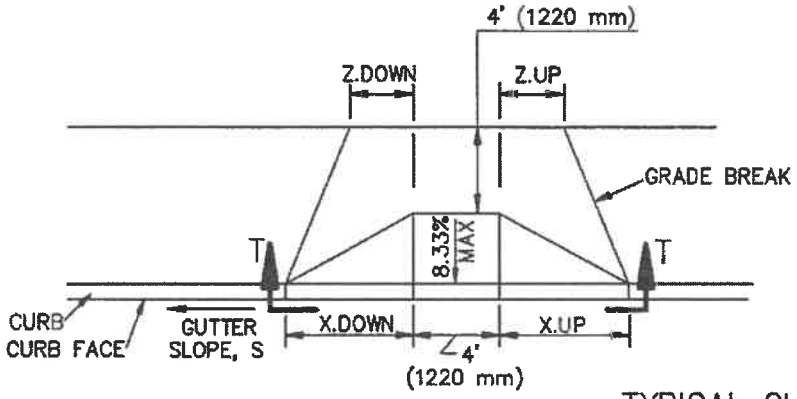
TABLE 1 – X AND Y VALUES

WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

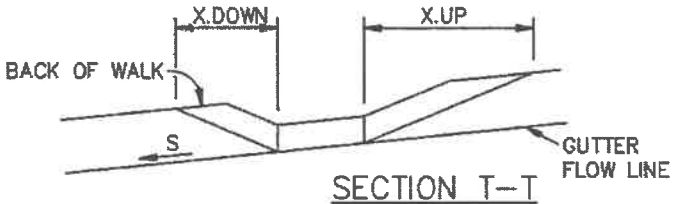
W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

IF (Y+L) < W, THEN Z = 0

TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

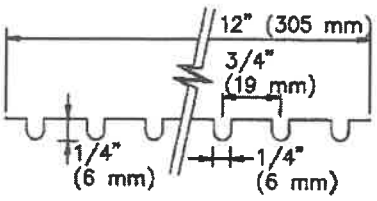
FOR EXAMPLE, X.DOWN = X x K.DOWN

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

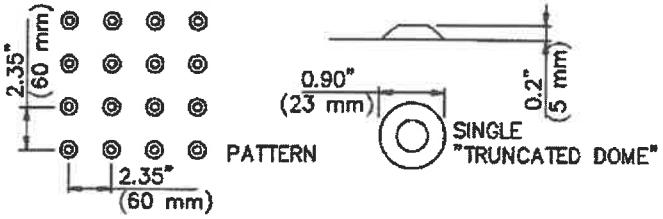
TABLE 2 – SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

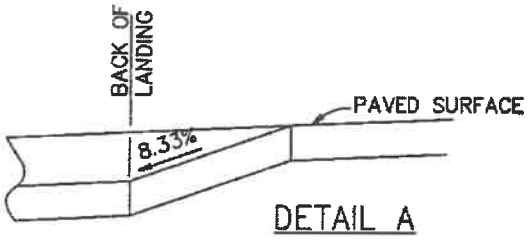
STREET SLOPE ADJUSTMENTS



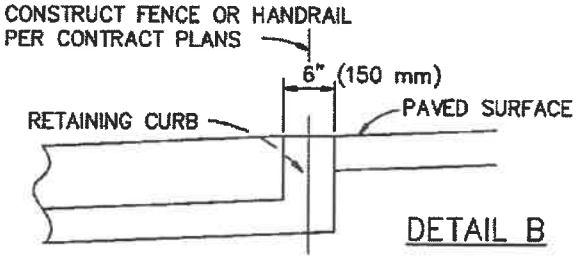
GROOVING DETAIL



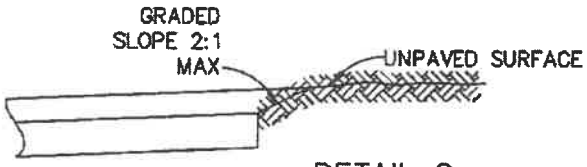
DETECTABLE WARNING DETAIL



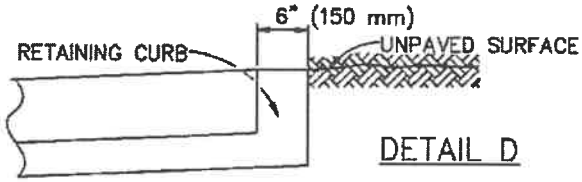
DETAIL A



DETAIL B



DETAIL C

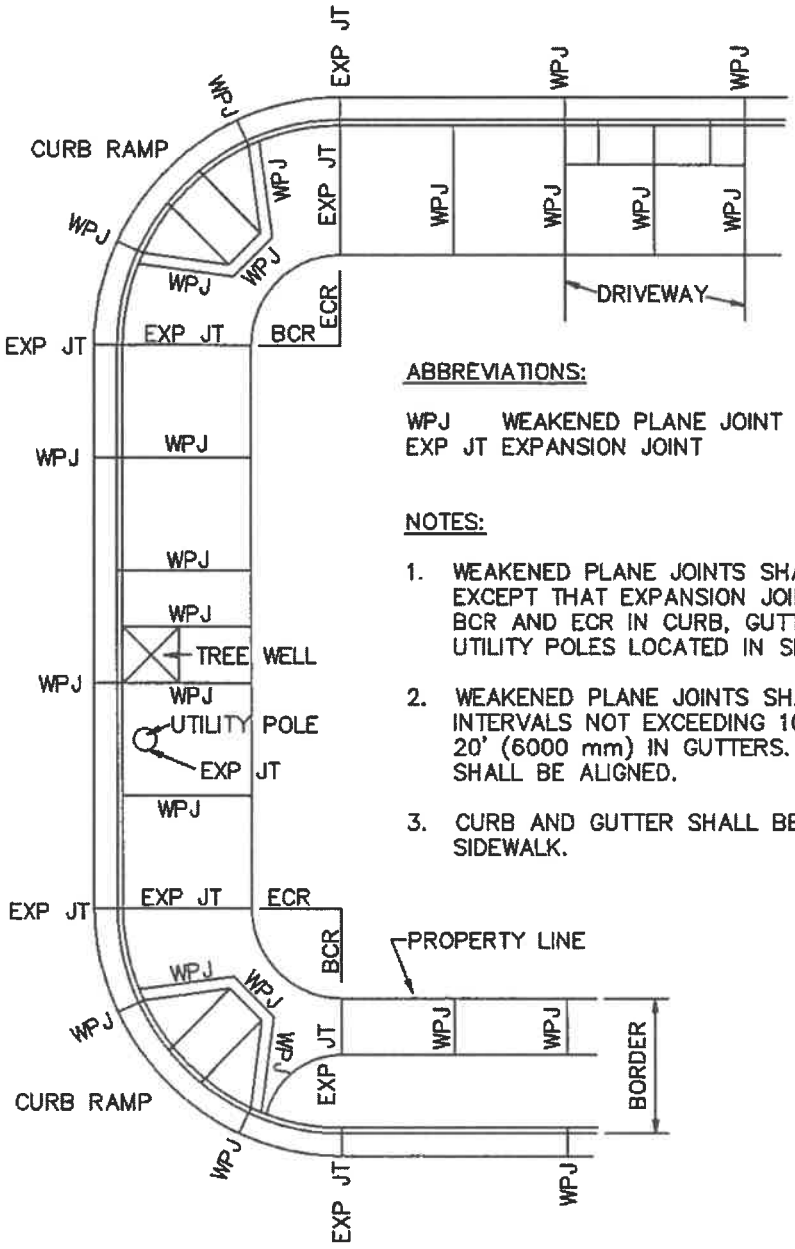


DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111-5
	SHEET 10 OF 10



ABBREVIATIONS:

WPJ	WEAKENED PLANE JOINT	BCR	BEGINNING OF CURB RETURN
EXP JT	EXPANSION JOINT	ECR	END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1994 REV. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

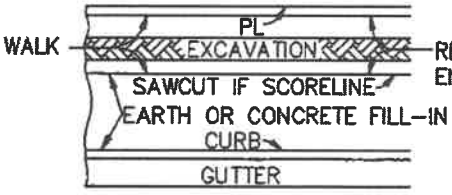
STANDARD PLAN 112-2

SHEET 1 OF 1

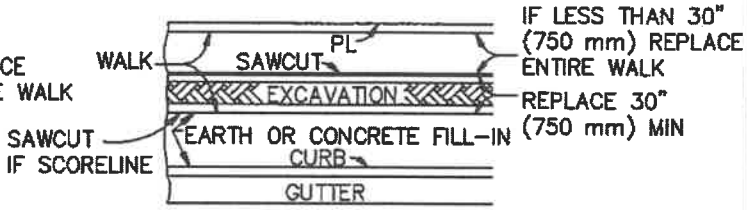
WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

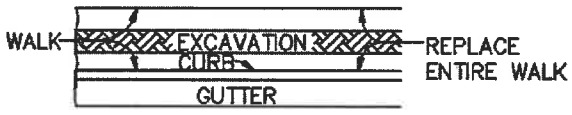


WALK 5' (1500 mm) WIDE OR MORE

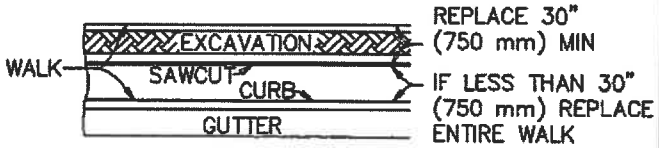


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

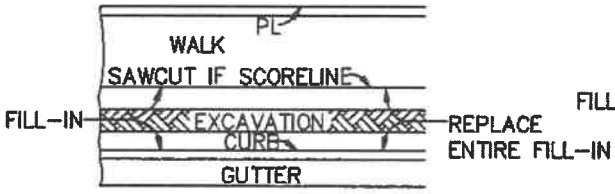


WALK 5' (1500 mm) WIDE OR MORE

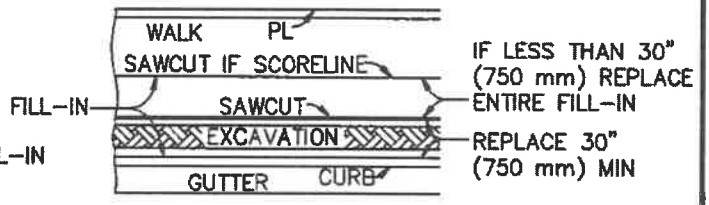


FILL–IN REPLACEMENT

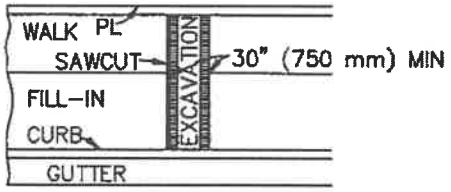
FILL–IN LESS THAN 5' (1500 mm) WIDE



FILL–IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN **113–2**

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.

2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.

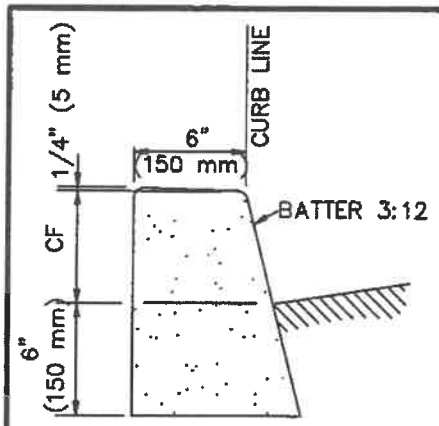
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').

4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

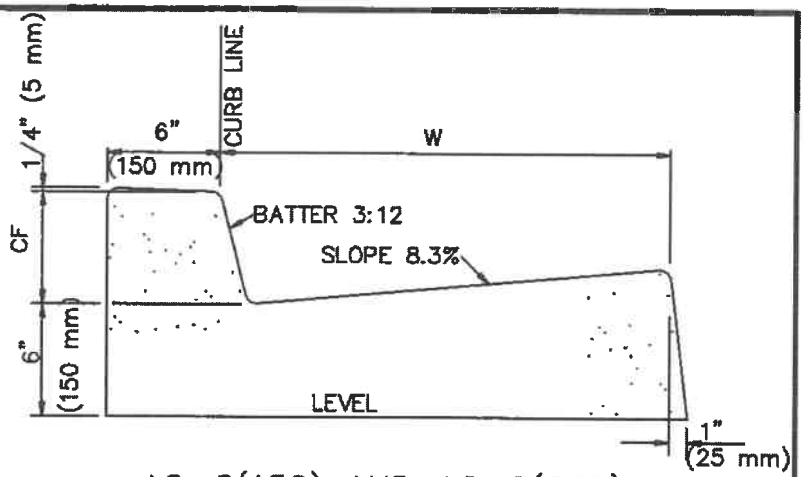
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.

6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

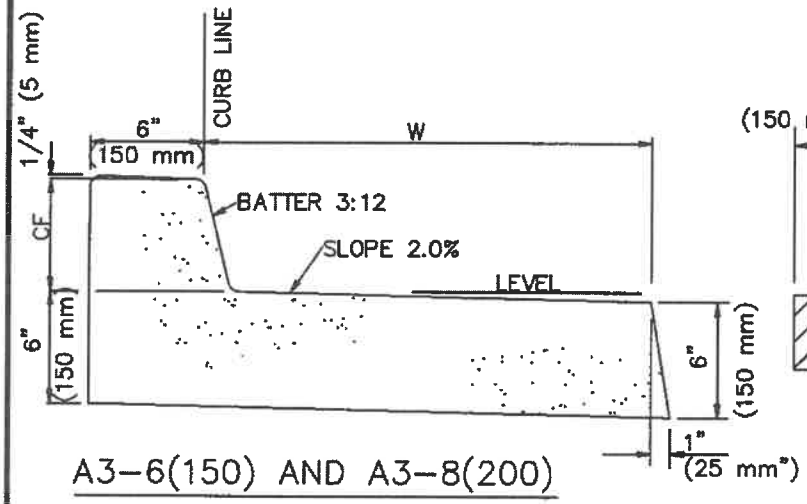
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.



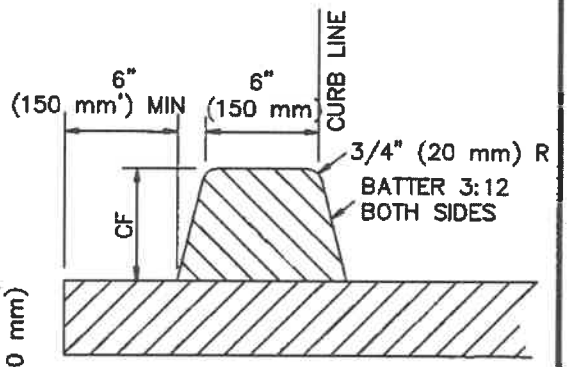
A1–6(150) AND A1–8(200)



A2–6(150) AND A2–8(200)



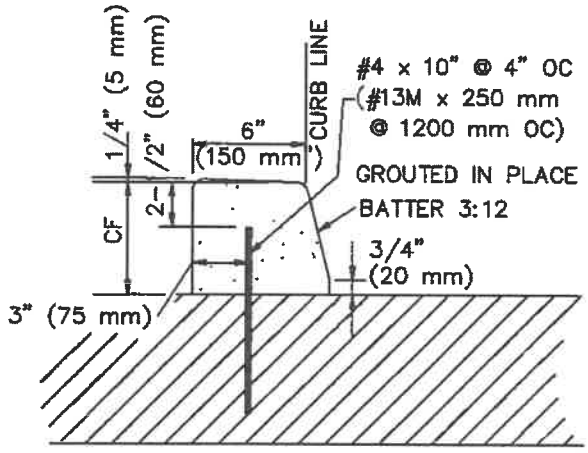
A3–6(150) AND A3–8(200)



D1–6(150) AND D1–8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1–6(150) AND C1–8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

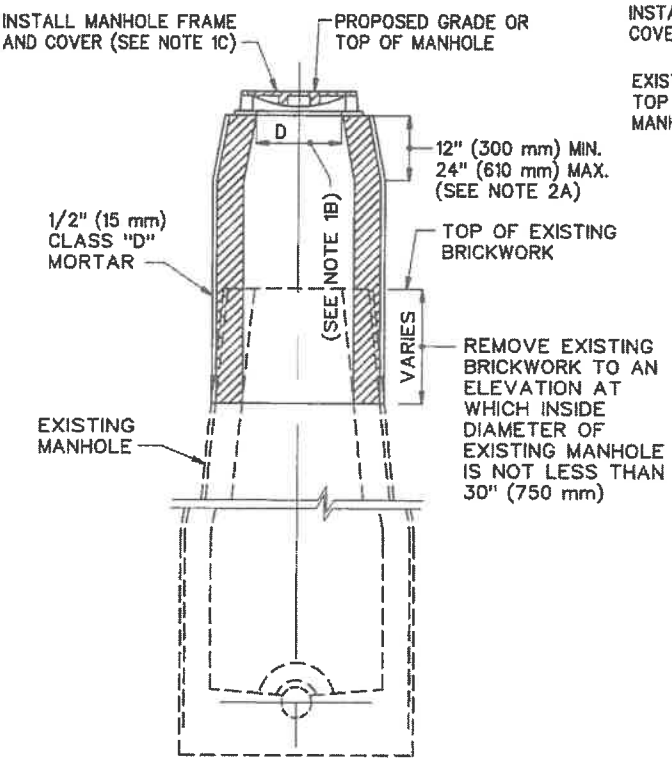
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CURB AND GUTTER – BARRIER

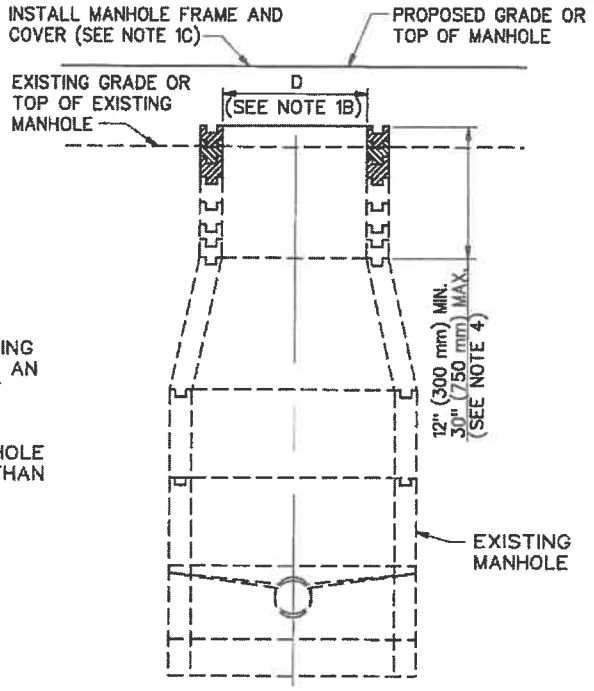
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 120–2

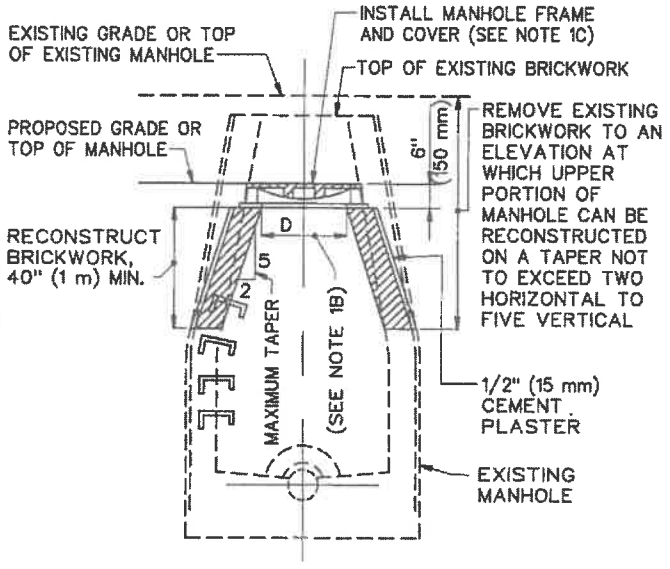
SHEET 1 OF 1



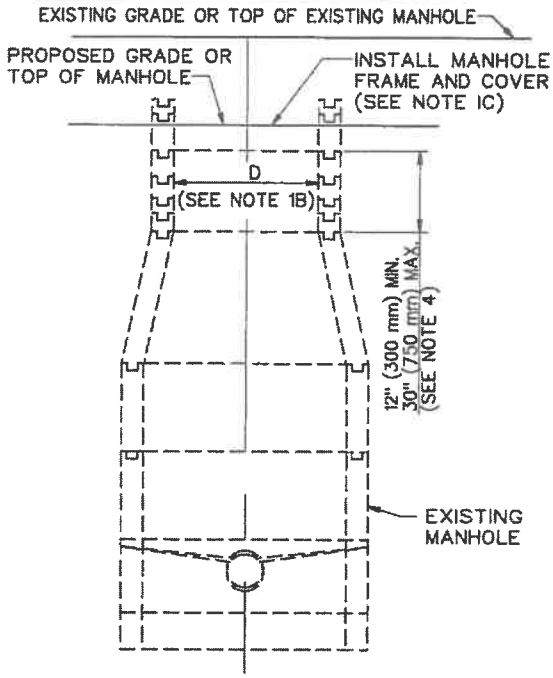
RAISING EXISTING BRICK MANHOLES



RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES



LOWERING EXISTING BRICK MANHOLES



LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

BRICK MANHOLES

PRECAST CONCRETE SEWER MANHOLES

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1995, 2009, 2021

SEWER MANHOLE ADJUSTMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 205–3

NOTES:

1. GENERAL
   A. EXCEPT AS INDICATED HEREON OR ON THE PLANS, MANHOLES SHALL CONFORM TO: SPPWC 200, PRECAST CONCRETE SEWER MANHOLE AND SPPWC 203, BRICK SEWER MANHOLE.

   B. DIMENSION "D" SHALL BE THE SAME AS THE SIZE OF MANHOLE FRAME AND COVER TO BE USED.

   C. THE CONTRACTOR MAY REUSE THE EXISTING MANHOLE FRAME AND COVER, UNLESS DAMAGED DURING THE WORK OR WHEN OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH IDENTICAL NEW ITEMS AT NO EXPENSE TO THE AGENCY.

   D. EXISTING STEPS LOCATED WITHIN REMOVAL LIMITS SHALL BE REPLACED. WHEN REMOVAL OF EXISTING STEPS BEYOND THE MANHOLE REMOVAL LIMITS IS SHOWN ON THE PLANS, THE STEPS SHALL BE REMOVED TO A DEPTH OF 2" (50 mm) BEYOND THE INSIDE FACE OF THE BRICK MANHOLE AND THE HOLES SHALL BE FILLED WITH CLASS "D" MORTAR.

2. RAISING EXISTING BRICK MANHOLES

   A. BRICK MANHOLES TO BE RAISED LESS THAN 1' (300 mm) MAY BE EXTEND VERTICALLY, PROVIDED THAT AT A DEPTH OF 2 1/2' (750 mm) BELOW THE TOP OF THE MANHOLE AT ITS NEW ELEVATION, THE INSIDE DIAMETER OF THE MANHOLE IS 30" (750 mm) OR GREATER.

   B. BRICK MANHOLES TO BE RAISED LESS THAN 3 1/2" (90 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING BRICKWORK. IF THE BRICK MANHOLE IS TO BE RAISED 3 1/2" (90 mm) OR MORE, A NEW COURSE OR COURSES OF BRICKWORK SHALL BE PLACED ON TOP OF THE EXISTING BRICKWORK.

3. LOWERING EXISTING BRICK MANHOLES

   A. WHERE A BRICK MANHOLE IS TO BE LOWERED LESS THAN 1' (300 mm), THE FRAME MAY BE RESET ON THE EXISTING BRICKWORK AND THE 40" (1 m) MINIMUM BRICKWORK RECONSTRUCTION OMITTED, PROVIDED THAT THE BASE OF THE FRAME DOES NOT OVERHANG THE BRICKWORK ON THE INSIDE SURFACE OF THE MANHOLE MORE THAN AN AVERAGE OF 1 1/2" (35 mm) IN ANY QUADRANT NOR MORE THAN 2" (50 mm) AT ANY POINT.

4. RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES

   A. PRECAST CONCRETE MANHOLES TO BE RAISED LESS THAN 3" (75 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING MANHOLE, PROVIDED THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, DOES NOT EXCEED 3" (75 mm).

   B. WHERE THE PRECAST CONCRETE MANHOLE IS TO BE RAISED 3" (75 mm) OR MORE, OR WHERE THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, WOULD EXCEED 3" (75 mm), GRADE RINGS SHALL BE UTILIZED. CLASS "D" MORTAR MAY BE USED FOR FINAL ADJUSTMENT, BUT NOT MORE THAN 3" (75 mm) IN HEIGHT. WHERE RAISING THE MANHOLE WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING MORE THAN 30" (750 mm) IN HEIGHT, REMOVE THE REDUCER AND THE UPPER SEGMENT OF THE SHAFT, INSTALL ADDITIONAL RINGS OR PIPE TO THE LOWER SEGMENT OF THE SHAFT, AND REINSTALL THE REDUCER AND GRADE RINGS AS REQUIRED.

5. LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

   A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MANHOLES AS REQUIRED, APPLY CLASS "D" MORTAR TO A HEIGHT NOT EXCEEDING 3" (75 mm) FOR ADJUSTMENT TO FINAL GRADE.

   B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 12" (300 mm) IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO THE REQUIREMENTS OF THIS PLAN.

   C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTNG MORTAR IS REMOVED, AND AT LEAST 1 1/2" (35 mm) OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.

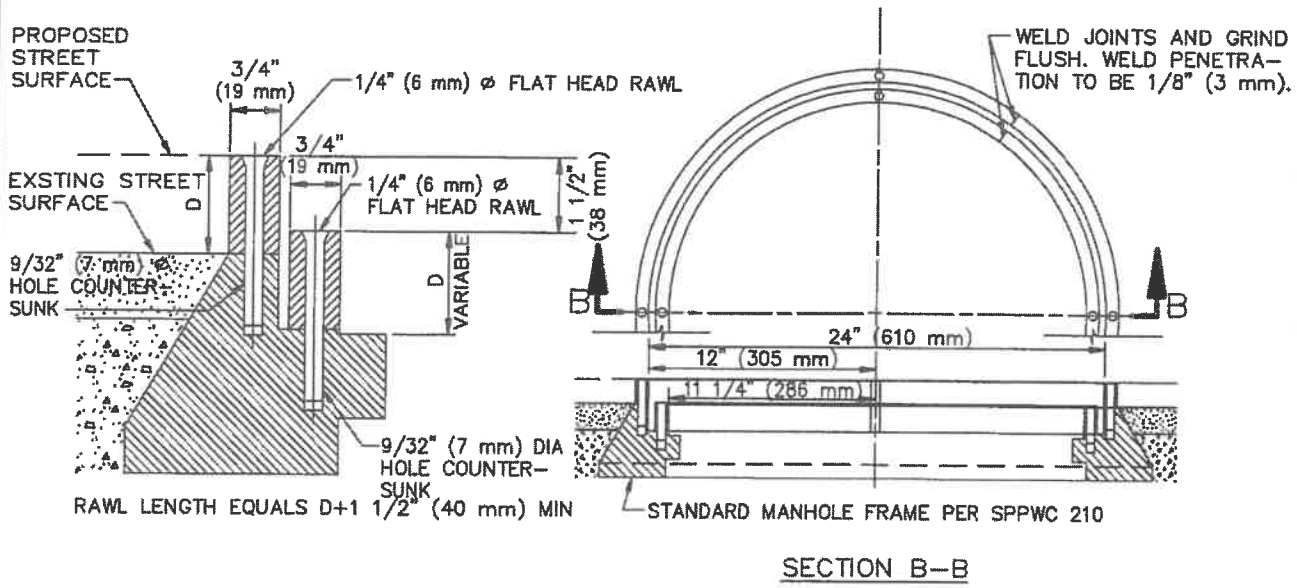
6. REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT

   UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:

   A. THE MAXIMUM ID OF SEWER PIPE CONNNECTED TO THE MANHOLE DOES NOT EXCEED 8" (200 mm).

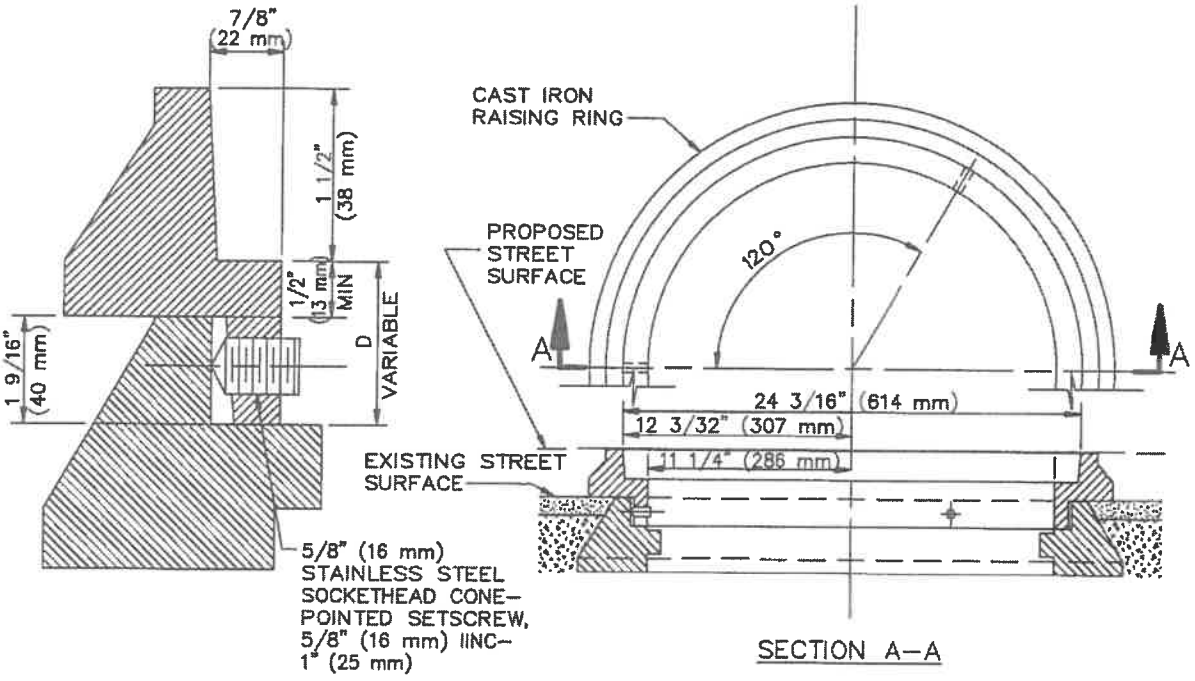
   B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MANHOLE SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.

   C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER, AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MANHOLE WITH CLASS "D" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.



SECTION B–B

STEEL RAISING RINGS



SECTION A–A

CAST IRON RAISING RINGS

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

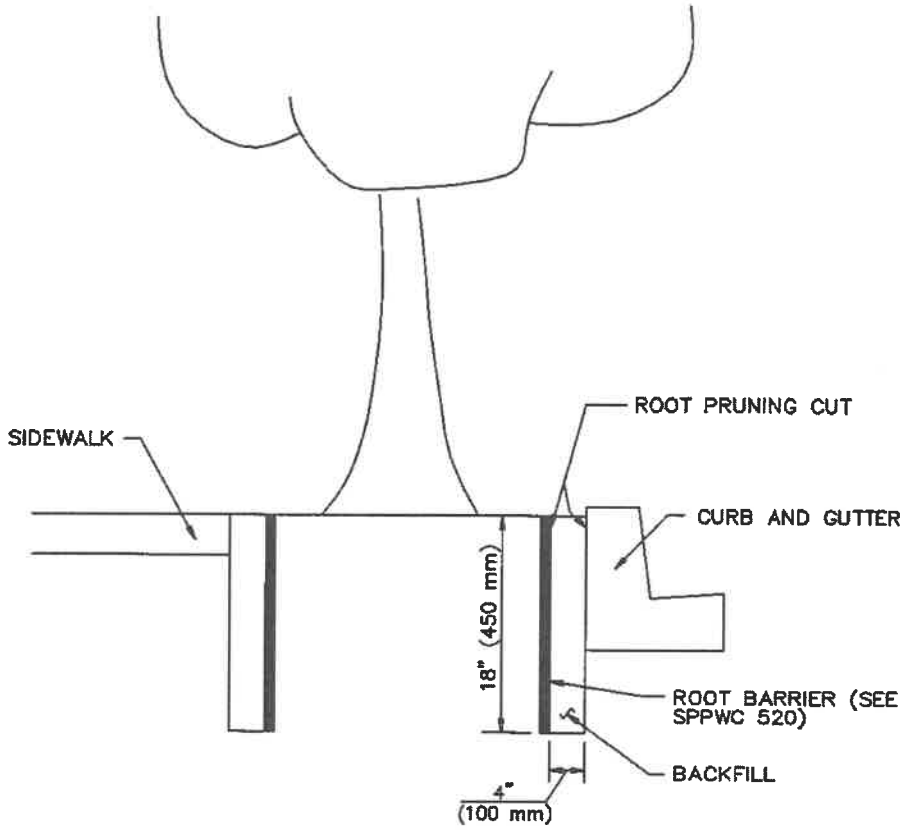
MANHOLE RAISING RINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 206–2

NOTES:

1. MACHINE SEATS FROM CAST IRON RINGS.
2. THE CAST IRON USED SHALL CONFORM TO SSPWC 206–3.
3. THE METAL RAISING RINGS MAY BE USED IN LIEU OF THE REGULAR METHOD OF ADJUSTMENT UTILIZING MORTAR OR BRICK AND MORTAR UNDER THE FOLLOWING CONDITIONS.
   A. ONLY ONE ADJUSTMENT WITH RAISING RINGS WILL BE ALLOWED ON ANY MANHOLE.
   B. MAXIMUM "D" SHALL BE 3" (75 mm).



NOTES:

1. WHERE EXISTING PARKWAY TREES HAVE BEEN ROOT PRUNED, INSTALL CONTINUOUS, LINEAL ROOT BARRIER ADJACENT TO THE CURB AND/OR SIDEWALK.
2. LENGTH AND LOCATION OF ROOT BARRIER SHALL BE DETERMINED BY ENGINEER.
3. ROOT SEALER SHALL BE APPROVED BY THE ENGINEER AT LEAST 48 HOURS IN ADVANCE OF THE PRUNING OPERATION. IT SHALL BE APPLIED TO ALL CUT ROOT AREAS WHICH ARE LARGER THAN 2" (50 mm) IN DIAMETER. THE SEALER SHALL BE APPLIED AS SOON AS PRACTICAL AFTER THE CUTS HAVE BEEN MADE.
4. ROOT BARRIERS SHALL BE FABRICATED FROM A HIGH DENSITY, HIGH IMPACT PLASTIC AND BE EXPRESSLY DESIGNED FOR THE PURPOSE OF ROOT DEFLECTION.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARD, INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

ROOT PRUNING

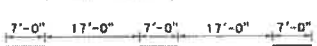
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 523–2

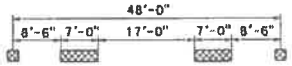
SHEET 1 OF 1

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



DETAIL 2



~~DETAIL 3~~ DETAIL 3 DELETED

~~DETAIL 4~~ DETAIL 4 DELETED

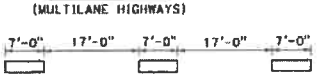
DETAIL 5

DETAIL 6

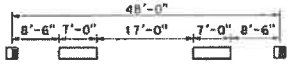
~~DETAIL 7~~ DETAIL 7 DELETED

LANELINES
(MULTILANE HIGHWAYS)

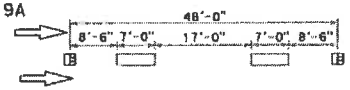
DETAIL 8



DETAIL 9



DETAIL 9A
SEE NOTE



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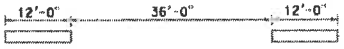
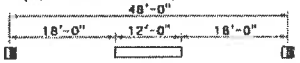
DETAIL 11



LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



DETAIL 12A
SEE NOTE

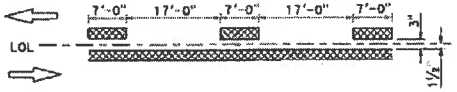
~~DETAIL 13~~ DETAIL 13 DELETED

~~DETAIL 14~~ DETAIL 14 DELETED

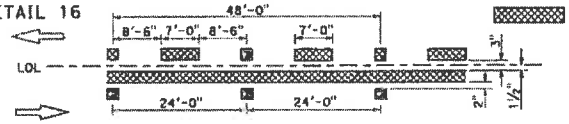
~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

DETAIL 15



DETAIL 16



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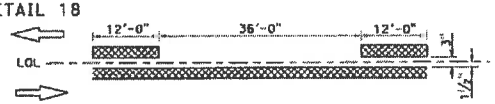
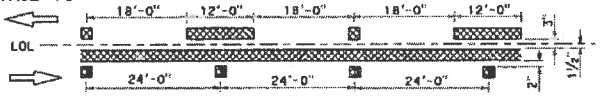
DETAIL 18



DETAIL 19



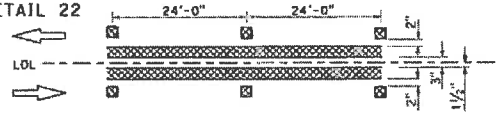
~~DETAIL 20~~ DETAIL 20 DELETED

NOTE:
FOR FREEWAY APPLICATION ONLY

NO PASSING ZONES-TWO DIRECTION

DETAIL 21

DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

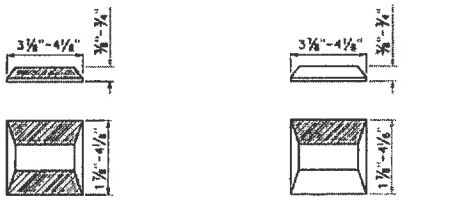
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Alfie Feroz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
Alfie Feroz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20A

2018 STANDARD PLAN A20A

12

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STATE	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

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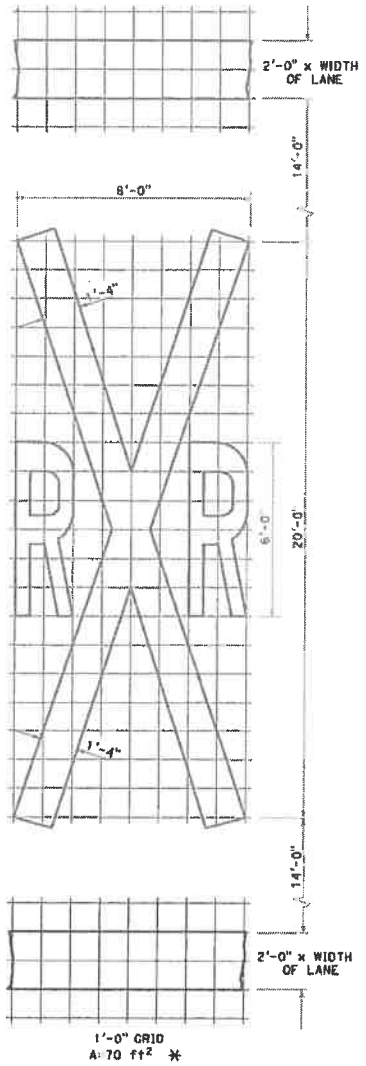
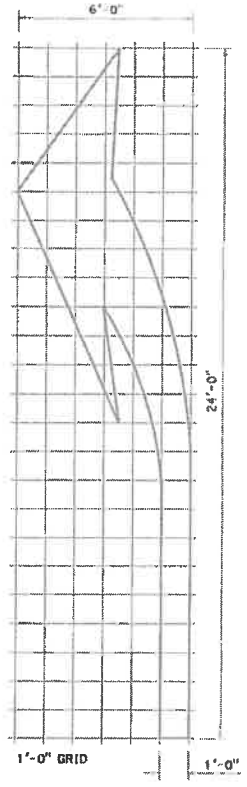
REGISTERED PROFESSIONAL ENGINEER
Atiya Feroze
C69402
3-31-19
CIVIL
STATE OF CALIFORNIA



A=70 ft² *

RAILROAD CROSSING SYMBOL

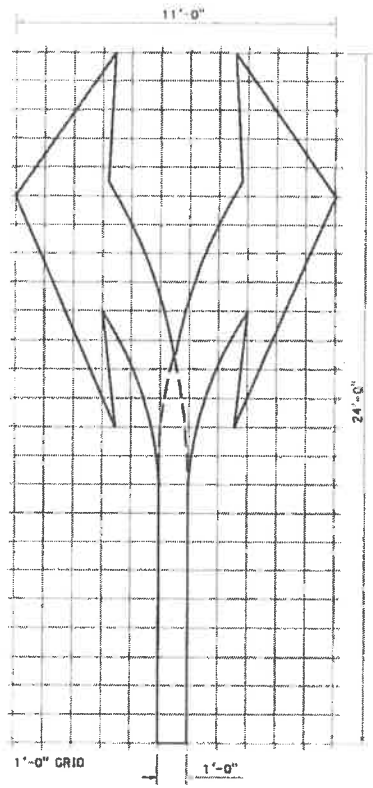
* 70 ft² does not include the 2'-0" x variable width transverse lines.



A=42 ft²

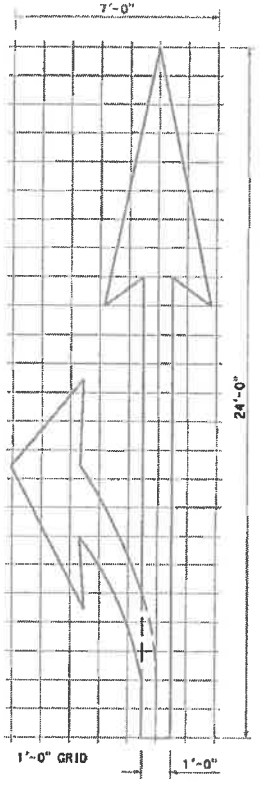
TYPE III (L) ARROW

(For Type III (R) use mirror image)



A=73 ft²

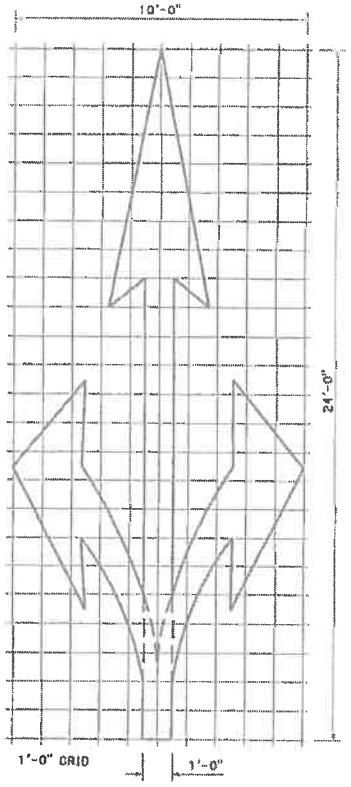
TYPE III (B) ARROW



A=45 ft²

TYPE II (L) ARROW

(For Type II (R) use mirror image)



A=59 ft²

TYPE II (B) ARROW

NOTE:

Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS AND SYMBOLS

NO SCALE

A24B

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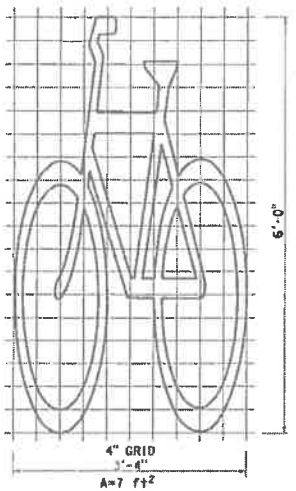
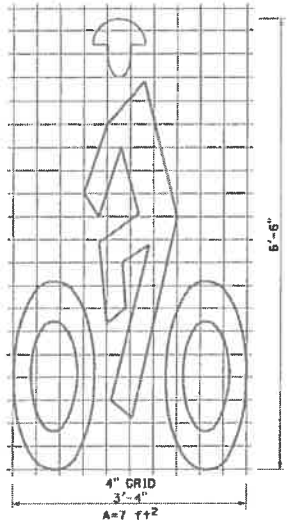
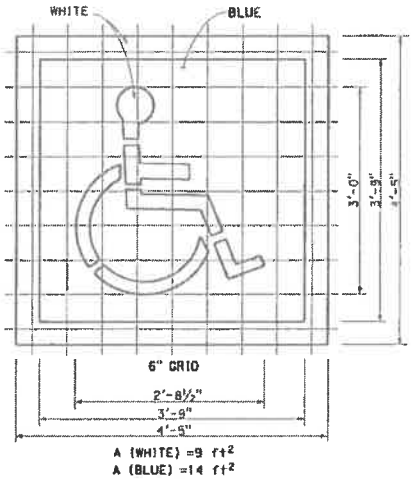


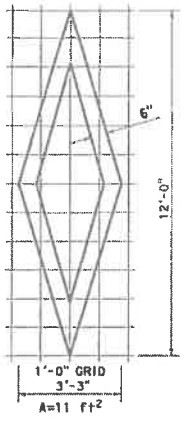
BIKE LANE SYMBOL WITHOUT PERSON



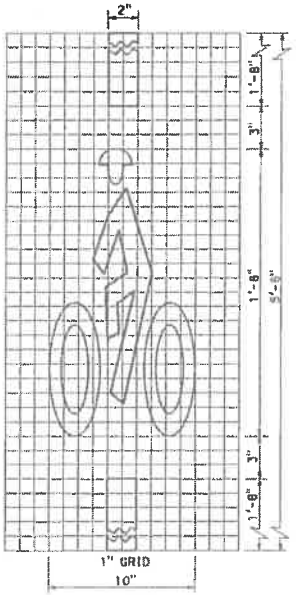
BIKE LANE SYMBOL WITH PERSON



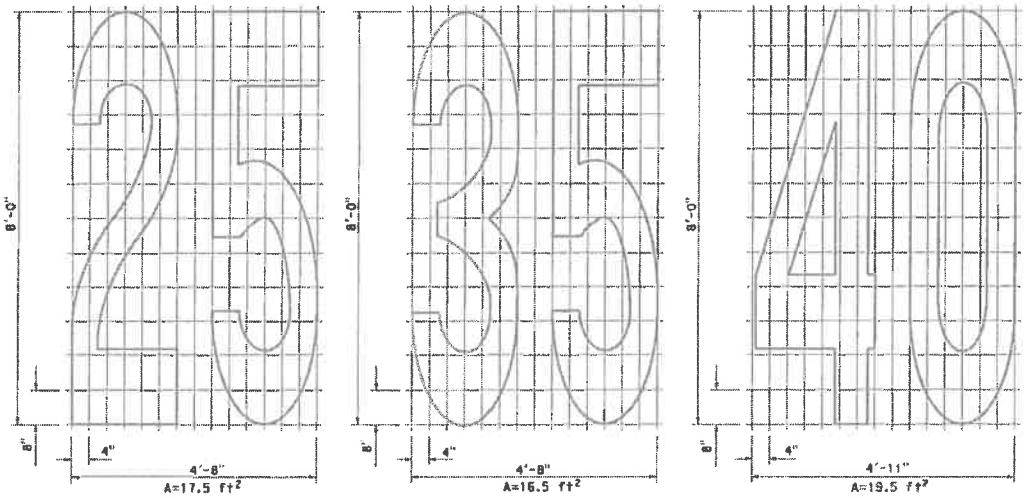
INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING



DIAMOND SYMBOL

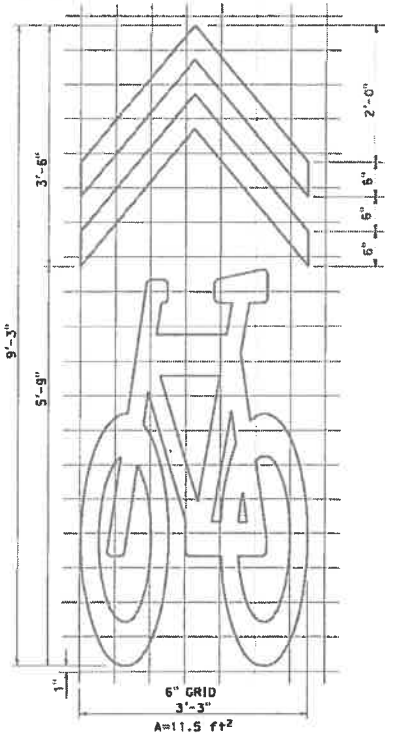


BICYCLE LOOP DETECTOR SYMBOL



NUMERALS

NOTE:
Minor variations in dimensions may be accepted by the Engineer.



SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS SYMBOLS AND NUMERALS

NO SCALE

A24C

DIST | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET No. | TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
Atiq Faroqi
C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

2018 STANDARD PLAN A24C

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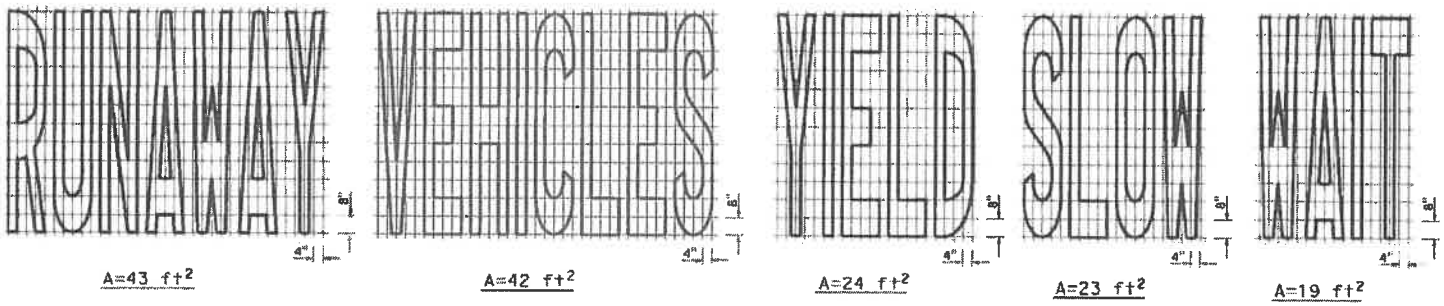
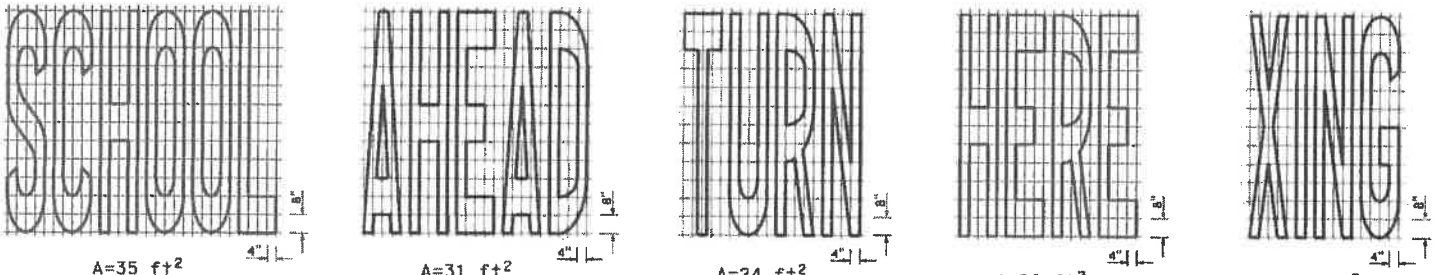
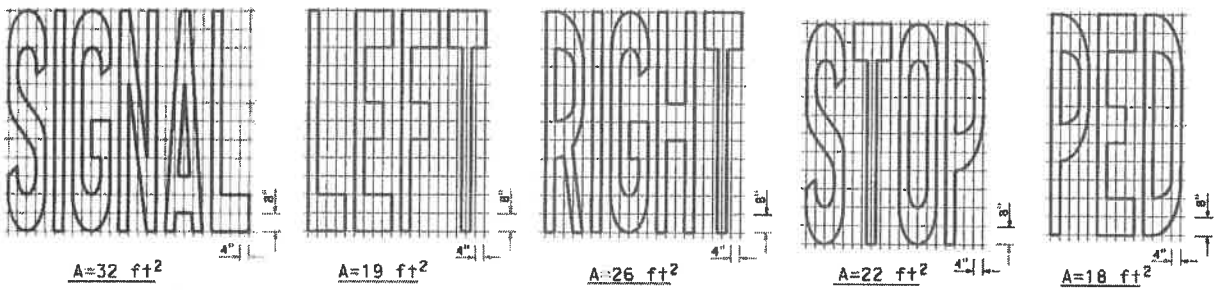


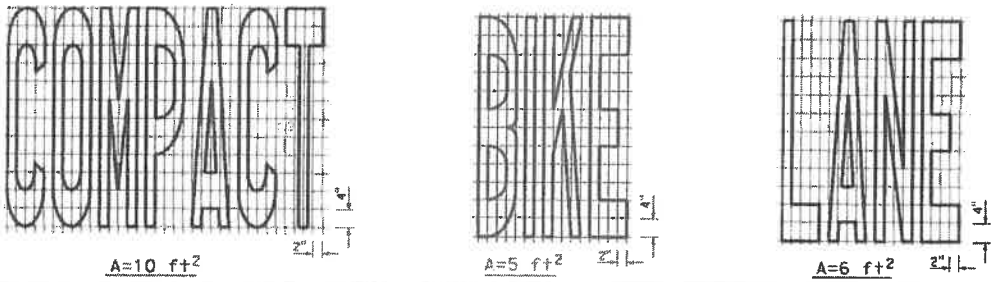
A=43 ft² A=42 ft² A=24 ft² A=23 ft² A=19 ft²



A=35 ft² A=31 ft² A=24 ft² A=26 ft² A=21 ft²



A=32 ft² A=19 ft² A=26 ft² A=22 ft² A=18 ft²



A=10 ft² A=5 ft² A=6 ft²

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atiya Feroz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
Atiya Feroz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

ITEM	ft²	ITEM	ft²	ITEM	ft²	ITEM	ft²
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS WORDS

NO SCALE

A24D

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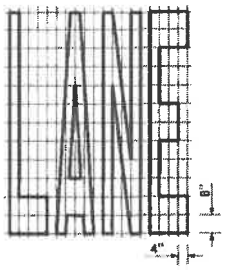
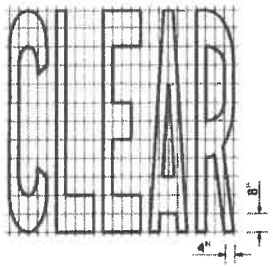
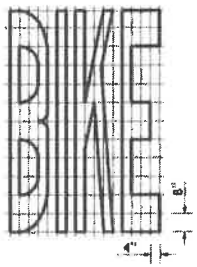


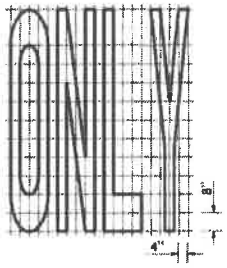
A=24 ft²



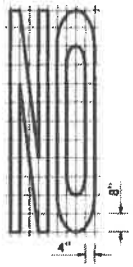
A=27 ft²



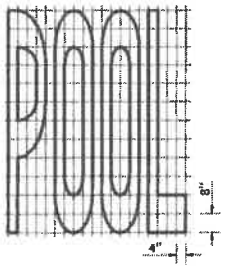
A=21 ft²



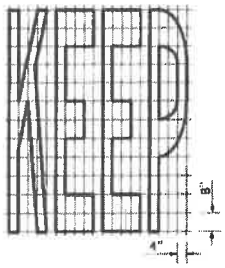
A=22 ft²



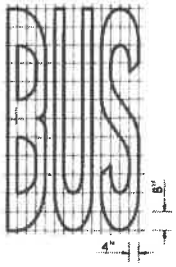
A=14 ft²



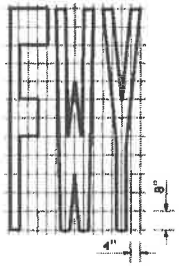
A=23 ft²



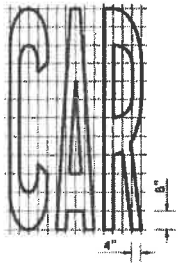
A=24 ft²



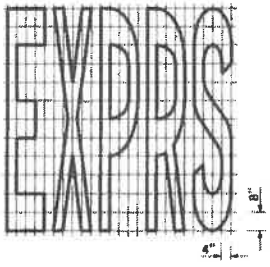
A=20 ft²



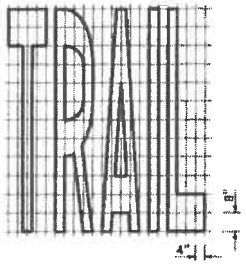
A=16 ft²



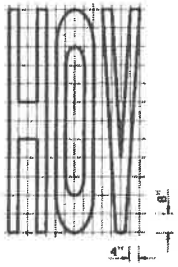
A=17 ft²



A=30 ft²



A=23 ft²



A=18 ft²

A=2 ft²
See Notes 5 and 6

WORD MARKINGS			
ITEM	ft²	ITEM	ft²
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16
HOV	16	EXPRS	30
TRAIL	23		

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

Dist	COUNTY	ROUT	POST MILES TOTAL	POST MILES PROJ	SHEET No.	TOTAL SHEETS

Atiya Feroz
REGISTERED CIVIL ENGINEER

October 19, 2018
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
Atiya Feroz
C80482
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
WORDS

NO SCALE

RSP A24E DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN A24E
DATED MAY 31, 2018 - PAGE 21 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A24E

2018 REVISED STANDARD PLAN RSP A24E

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atiya Feroz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

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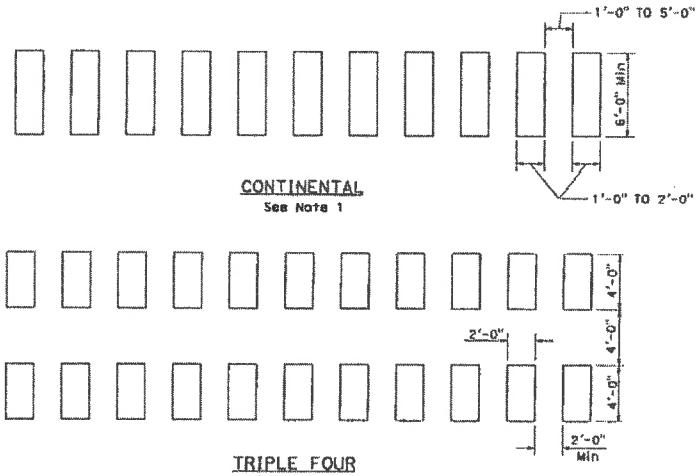
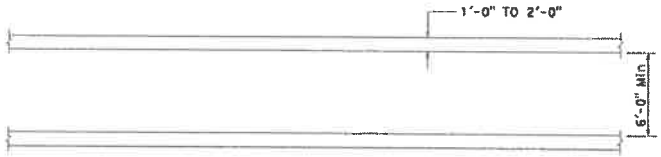
REGISTERED PROFESSIONAL ENGINEER
Atiya Feroz
C80402
5-31-19
CIVIL
STATE OF CALIFORNIA



HIGHER VISIBILITY CROSSWALKS

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



BASIC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
CROSSWALKS

NO SCALE

A24F

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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Feroz
REGISTERED CIVIL ENGINEER

October 19, 2018
PLANS APPROVAL DATE

Atifa Feroz
C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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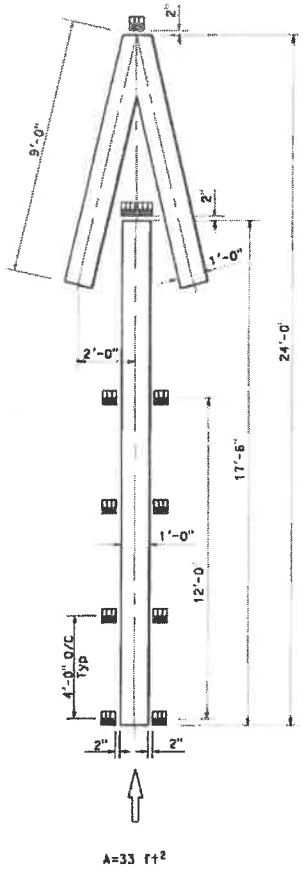
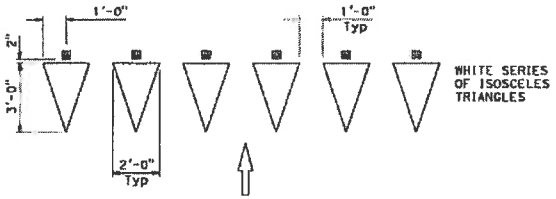
TO ACCOMPANY PLANS DATED _____

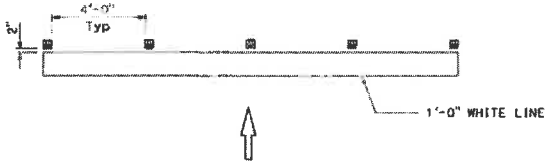


A=33 ft²

TYPE V ARROW AT EXIT RAMP



YIELD LINE AT EXIT RAMP

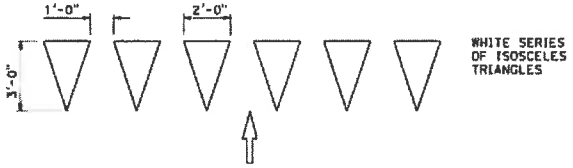


LIMIT LINE (STOP LINE) AT EXIT RAMP

NOTE:

1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.

LIMIT LINE (STOP LINE)



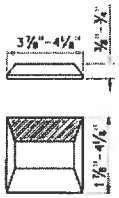
YIELD LINE

LEGEND

MARKERS

TYPE R ONE-WAY RED RETROREFLECTIVE

MARKER DETAILS



TYPE R

RETROREFLECTIVE FACE ON BACKSIDE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS YIELD LINES, LIMIT LINES, AND WRONG WAY DETAILS

NO SCALE

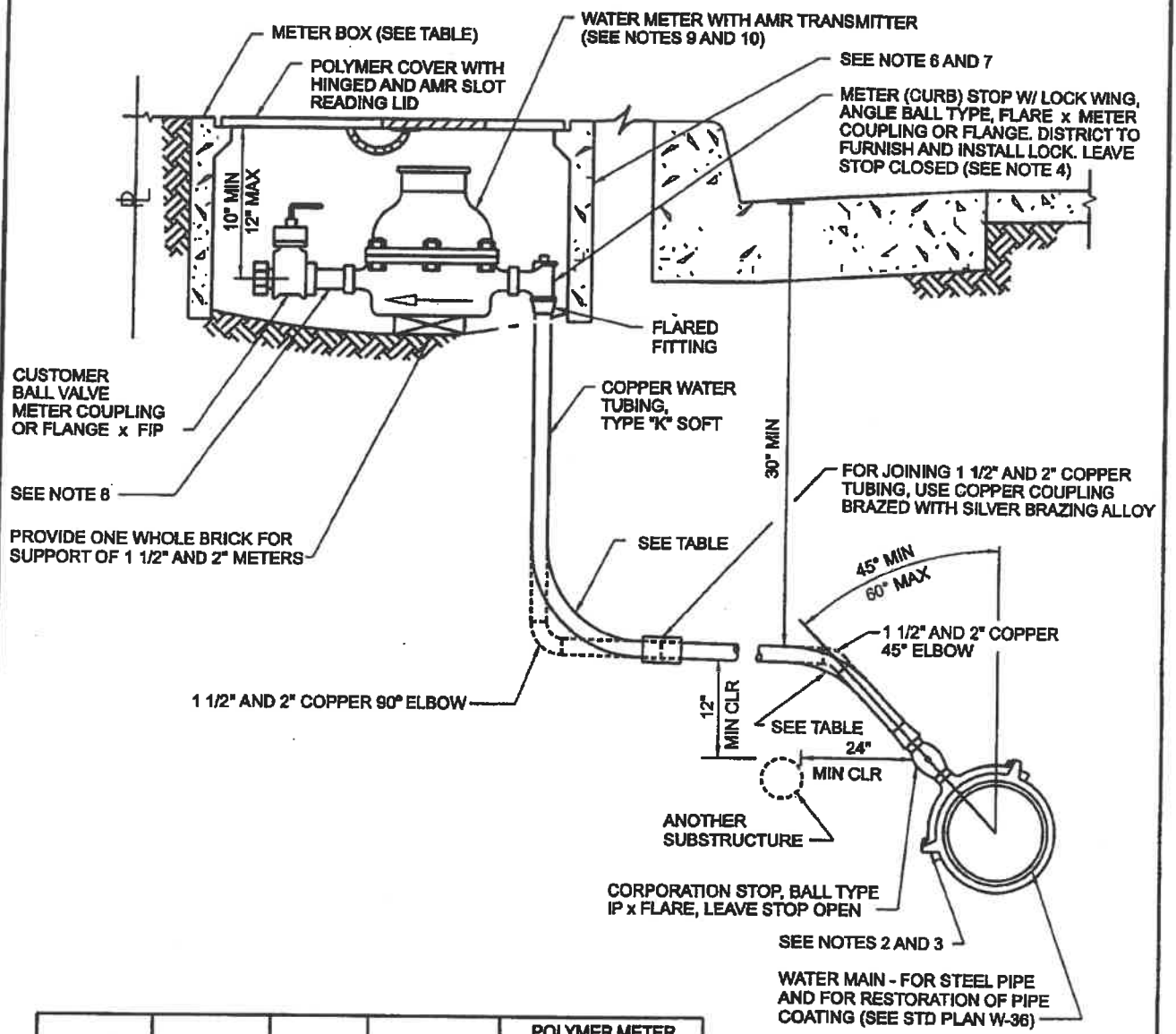
RSP A24G DATED OCTOBER 19, 2018 SUPPLEMENT TO THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A24G

2018 REVISED STANDARD PLAN RSP A24G

WATER SERVICE CONNECTION AND METER

(2" AND SMALLER, 149 PSI MAX WWP)



METER VALVE SIZE	MAIN BALL VALVE SIZE	MIN SIZE TUBING	MIN RADIUS TUBING BEND	POLYMER METER BOX NOMINAL INSIDE DIMENSION
3/4 " X 1"	1"	1"	18"	13"W x 24"L x 12"D
1"	1"	1"	18"	13"W x 24"L x 12"D
1 1/2"	1 1/2"	1 1/2"	COPPER ELBOW	17"W x 30"L x 12"D
2"	2"	2"	COPPER ELBOW	17"W x 30"L x 12"D

NTS

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

APPROVED

ASSISTANT DEPUTY DIRECTOR

MAY 2007
DATE

STANDARD PLAN
W-5
SHEET 1 OF 2

WATER SERVICE CONNECTION AND METER (CONTINUED)

(2" AND SMALLER, 149 PSI MAX WWP)

GENERAL NOTES:

1. NO METER BOX SHALL BE INSTALLED CLOSER THAN TEN (10) FEET FROM EDGE OF DRIVEWAY APRON (TOP OF X), OR TEN (10) FEET FROM THE PROJECTION OF THE EDGE OF THE GARAGE OPENING, WHICHEVER PROVIDES THE LARGEST SEPARATION BETWEEN THE METER BOX AND THE DRIVEWAY.

   NO METER BOX SHALL BE INSTALLED IN A LOCATION WHERE VEHICLE LOADING MAY DAMAGE THE METER BOX AND/OR METER.

   NO METER BOX SHALL BE INSTALLED ADJACENT TO SIDEWALK TRANSITIONS WHERE WALKWAY IS NOT PARALLEL TO STREET.

2. MINIMUM DISTANCE BETWEEN SERVICE TAPS ON MAIN TO A BELL, COUPLING, JOINT, OR FITTING IS 36".

3. USE MALLEABLE-IRON OR DUCTILE-IRON DOUBLE STRAP CLAMPS ON CAST IRON, DUCTILE-IRON, AND STEEL PIPE (LESS THAN 10 GA WALL THICKNESS). USE BRONZE DOUBLE STRAP CLAMPS ON ACP. USE A WELDED THREADED OUTLET ON STEEL PIPE (WALL THICKNESS 10 GA AND GREATER). ON ALL METALLIC MAINS, INSTALL AN INSULATING BUSHING BETWEEN CLAMP OR WELDED THREADED OUTLET AND STOP. CLAMP OR WELDED OUTLET SHALL HAVE OUTLET ONE SIZE LARGER THAN STOP TO ALLOW FOR BUSHING. (SEE STANDARD PLAN W-36.)

4. TEST AT SYSTEM PRESSURE AND FLUSH SERVICE LINE BEFORE LOCKING.

5. ONLY EXCAVATED SOIL OR BACKFILL MATERIAL APPROVED BY DISTRICT IS TO BE USED TO BACKFILL TRENCH. NO TRASH IS TO BE LEFT IN TRENCH.

6. FRONT EDGE OF METER BOX TO BE PLACED AGAINST REAR OF CURB EXCEPT WHEN THERE IS A SIDEWALK ADJACENT TO REAR OF CURB. THEN, FRONT EDGE OF METER BOX TO BE PLACED AGAINST REAR OF SIDEWALK.

7. ALL SERVICE CONNECTIONS SHALL BE INSTALLED FROM THE MAIN IN THE STREET FROM WHICH THE SERVICE IS ADDRESSED, AT RIGHT ANGLES TO THE WATER MAIN, LOCATED AS SHOWN ON PLANS OR DIRECTED BY THE DISTRICT, AND NOT CLOSER THAN TEN (10) FEET TO ANY DRIVEWAY (TOP OF X), GARAGE OPENING, WALKWAY, CURB RETURN, OR OTHER UTILITY UNLESS OTHERWISE NOTED ON PLAN.

8. ALL 1 1/2-INCH AND 2-INCH METERS SHALL HAVE FLANGE CONNECTIONS ON THE MAIN CASE, AND ALL NECESSARY BOLTS, NUTS, AND RUBBER GASKETS.

9. METERED WATER SERVICE CONNECTIONS MAY ONLY BE INSTALLED UNDER DISTRICT SUPERVISION, AFTER RECEIPT AND PROCESSING OF WATER SERVICE APPLICATION BY THE DISTRICT AND PAYMENT OF ALL APPLICABLE CHARGES.

10. THE WATER METER MUST BE COMPATIBLE WITH THE DISTRICT'S AUTOMATED METER READING (AMR) SYSTEM. FOR DETAILS, SEE METER SPECIFICATIONS ISSUED AT THE TIME OF APPLICATION FOR WATER SERVICE.

LOS ANGELES COUNTY WATERWORKS DISTRICTS

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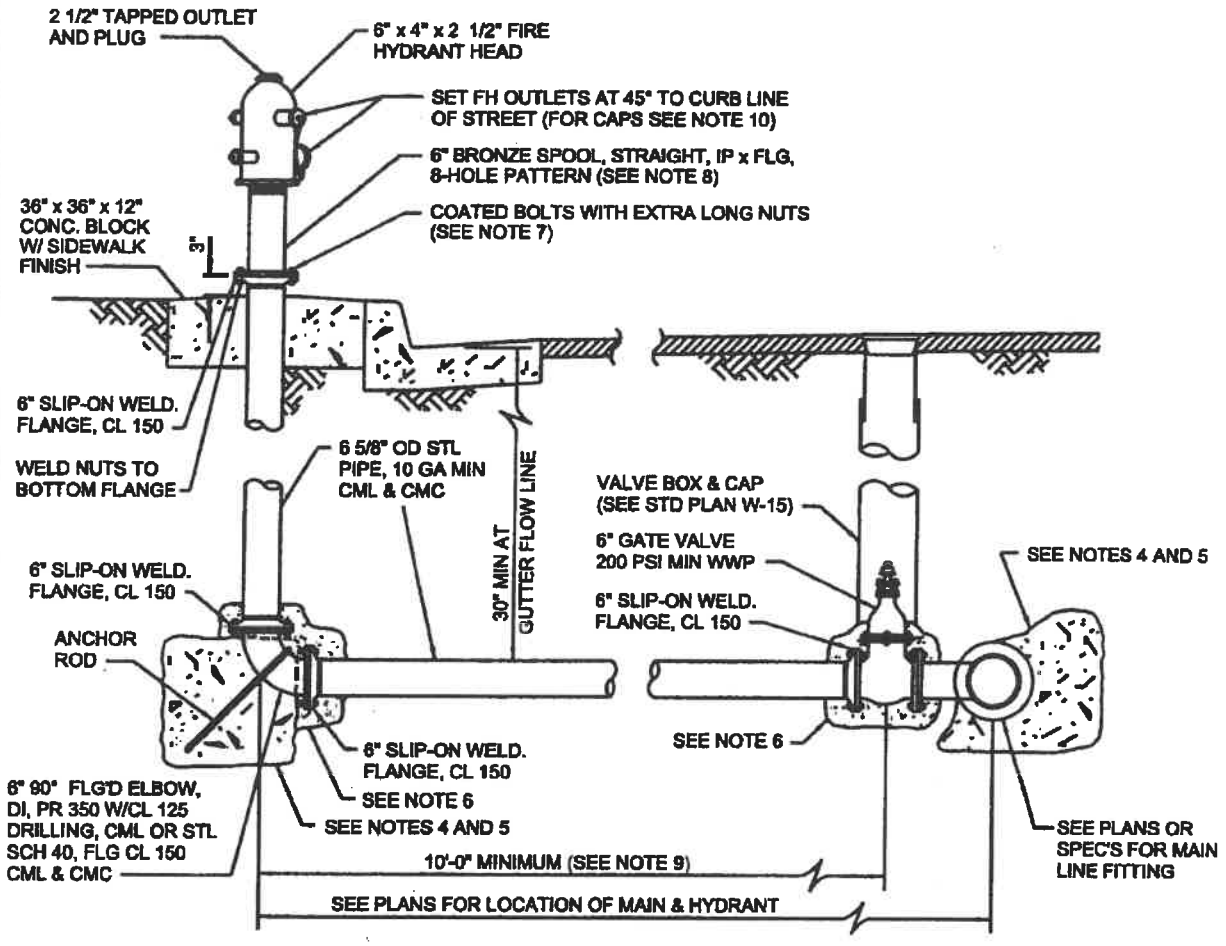
APPROVED _____ ASSISTANT DEPUTY DIRECTOR

MAY 2007 DATE

SHEET 2 OF 2

FIRE HYDRANT - COMPLETE

(200 PSI MAX WWP LATERAL AT RIGHT ANGLE TO MAIN)



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GENERAL NOTES:

1. IN THE ABSENCE OF A CURB, SET BOTTOM OUTLET 24-INCHES ABOVE CROWN OF ROAD AND PROVIDE STEEL PIPE BARRICADES AS DIRECTED BY DISTRICT (SEE STD. PLAN W-14).
2. CENTERLINE OF RISER SHALL BE TWO (2) FEET BEHIND CURB FACE EXCEPT WHERE SIDEWALK IS ADJACENT TO CURB, IN WHICH CASE THE RISER SHALL BE AS SHOWN ON THE PLANS NOT TO EXCEED A DISTANCE OF SEVEN (7) FEET FROM CURB FACE. (REFER TO STREET ENCROACHMENT PERMIT).
3. NO FIRE HYDRANT SHALL BE INSTALLED CLOSER THAN TEN (10) FEET FROM EDGE OF ANY DRIVEWAY APRON (TOP OF X), CURB RETURN, OR FIVE (5) FEET FROM OTHER UTILITY.
4. USE 2000 PSI MINIMUM CONCRETE FOR THRUST BLOCKS AND HYDRANT PAD. PLACE CONCRETE ON UNDISTURBED OR COMPACTED SOIL.
5. SEE STD. PLAN W-21 FOR THRUST BLOCK REQUIREMENTS.
6. ALL UNCOATED METAL SURFACES INCLUDING BOLTS INSTALLED UNDERGROUND ARE TO BE "DIAPERED" AND GROUTED WITH 900 - 1000 PSI CEMENT MORTAR (1 CEMENT: 3 SAND: 1 LIME) TO PROVIDE A 2-INCH THICK COATING.
7. THE BOLTS AND NUTS CALLED FOR AT THE TOP FLANGE CONNECTION ON THE RISER SHALL BE 3/4" COATED "BLUE" BOLTS.
8. THE EXTERIOR OF THE ABOVE GROUND PORTION OF THE HYDRANT, EXCEPT FOR THE THREADS, SHALL BE PAINTED WITH 2 COATS OF DISTRICT APPROVED RED PRIMER AND 2 COATS OF DISTRICT APPROVED SAFETY YELLOW.
9. INTERMEDIATE PIPE JOINTS IN LATERAL SHALL BE EITHER LAP OR BELL, WELDED OR FLANGED. PIPE SHALL BE INSTALLED HORIZONTAL OR SLOPING DOWNWARD FROM MAIN TO PROVIDE MINIMUM COVER. AN ADDITIONAL VALVE MAY BE REQUIRED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE DISTRICT.
10. OUTLETS SHALL BE CAPPED WITH DISTRICT APPROVED PLASTIC CAPS.

LOS ANGELES COUNTY WATERWORKS DISTRICTS

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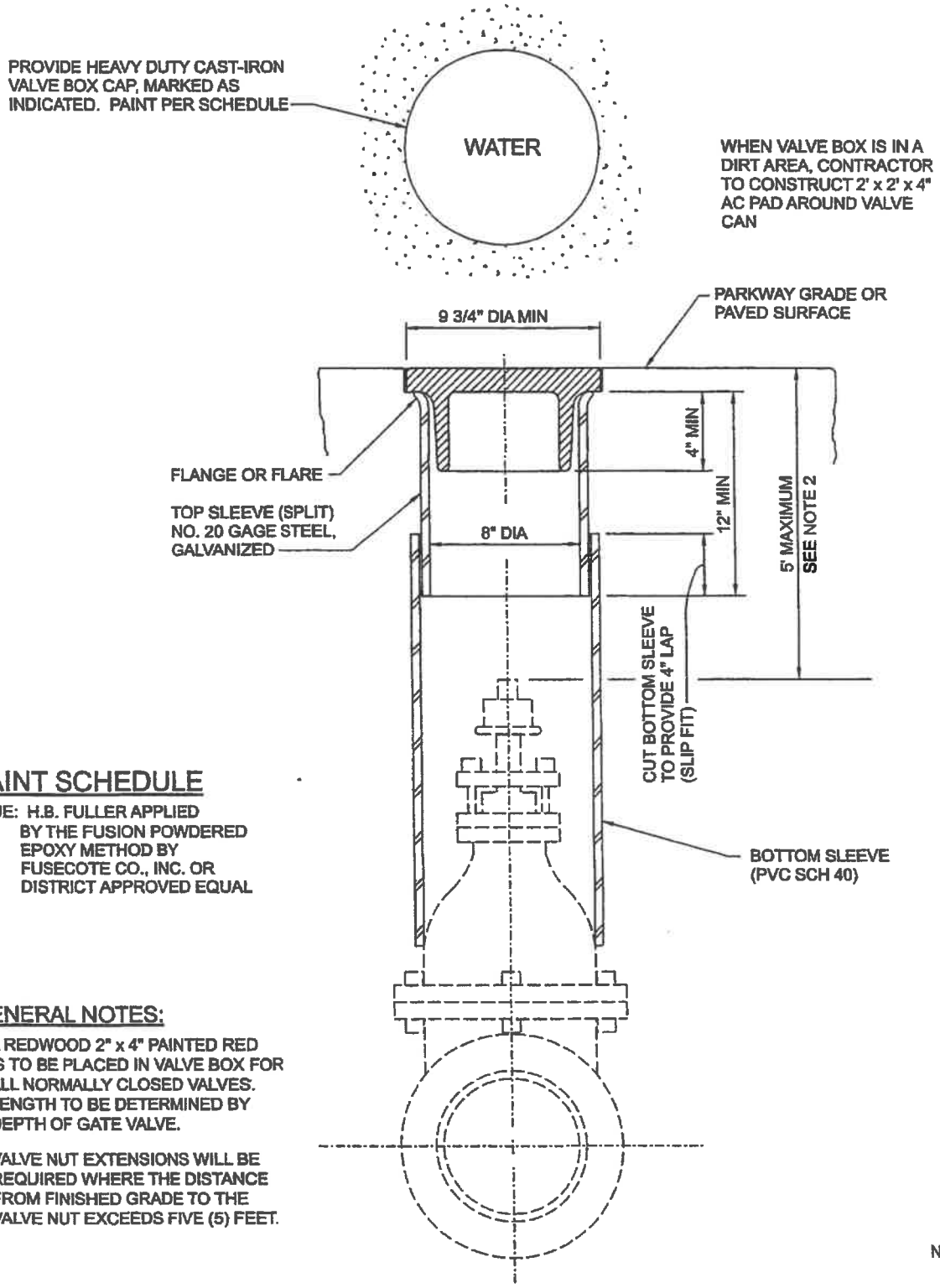
APPROVED _____ ASSISTANT DEPUTY DIRECTOR

JULY 2009 DATE

SHEET 1 OF 1

ADJUSTABLE VALVE BOX AND VALVE NUT EXTENSION



PAINT SCHEDULE

BLUE: H.B. FULLER APPLIED BY THE FUSION POWDERED EPOXY METHOD BY FUSECOTE CO., INC. OR DISTRICT APPROVED EQUAL

GENERAL NOTES:

1. A REDWOOD 2" x 4" PAINTED RED IS TO BE PLACED IN VALVE BOX FOR ALL NORMALLY CLOSED VALVES. LENGTH TO BE DETERMINED BY DEPTH OF GATE VALVE.
2. VALVE NUT EXTENSIONS WILL BE REQUIRED WHERE THE DISTANCE FROM FINISHED GRADE TO THE VALVE NUT EXCEEDS FIVE (5) FEET.

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LOS ANGELES COUNTY WATERWORKS DISTRICTS

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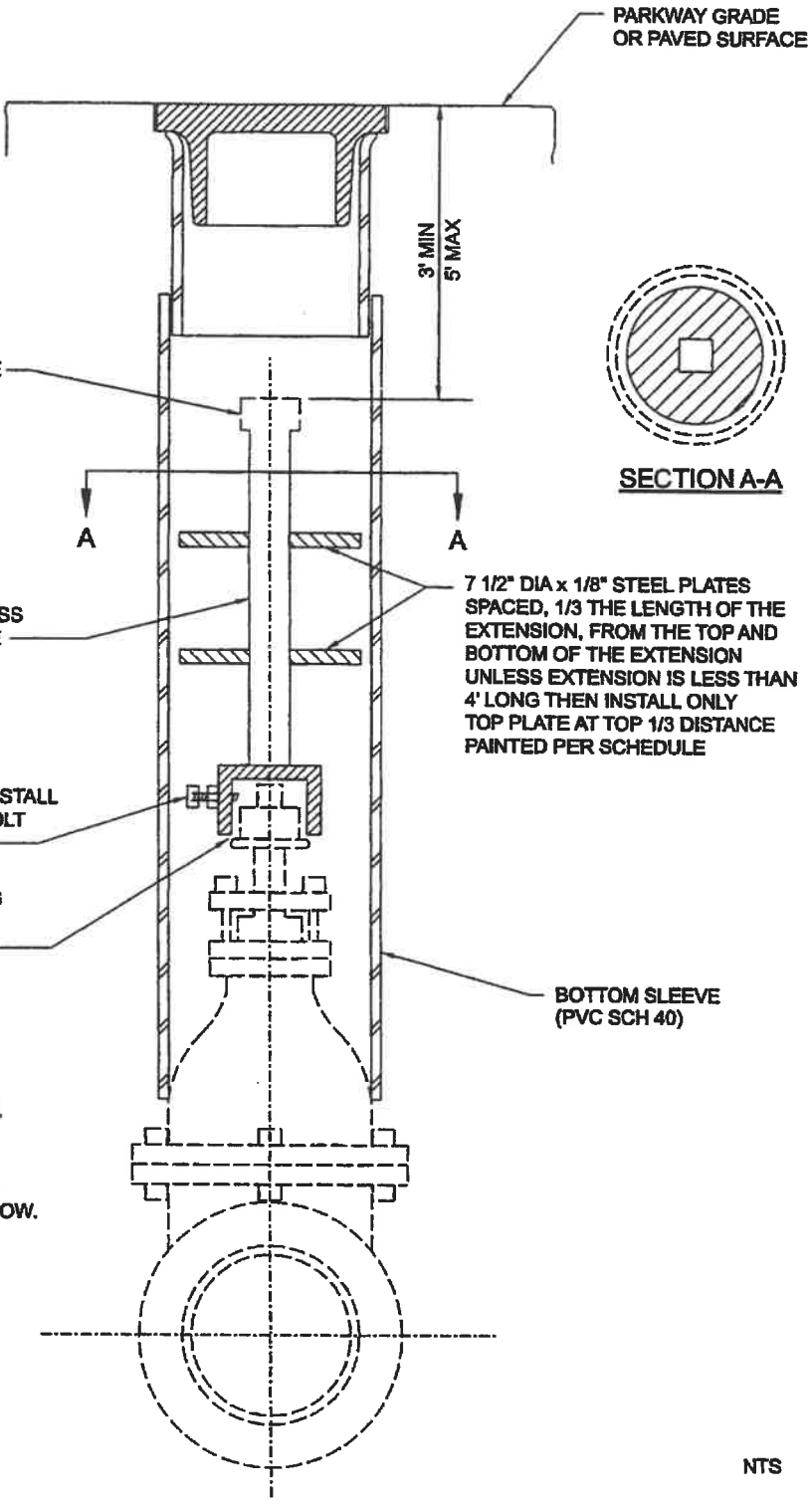
APPROVED

ASSISTANT DEPUTY DIRECTOR

APRIL 2004
DATE

ADJUSTABLE VALVE BOX AND VALVE NUT EXTENSION (CONTINUED)



PAINT SCHEDULE FOR VALVE NUT EXTENSION

VALVE NUT EXTENSION SHALL BE PAINTED WITH 2 COATS OF DISTRICT APPROVED RED PRIMER AND 2 COATS OF DISTRICT APPROVED SAFETY YELLOW.

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LOS ANGELES COUNTY WATERWORKS DISTRICTS

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SHEET 2 OF 2

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ASSISTANT DEPUTY DIRECTOR

APRIL 2004
DATE

CONCRETE THRUST BLOCKS

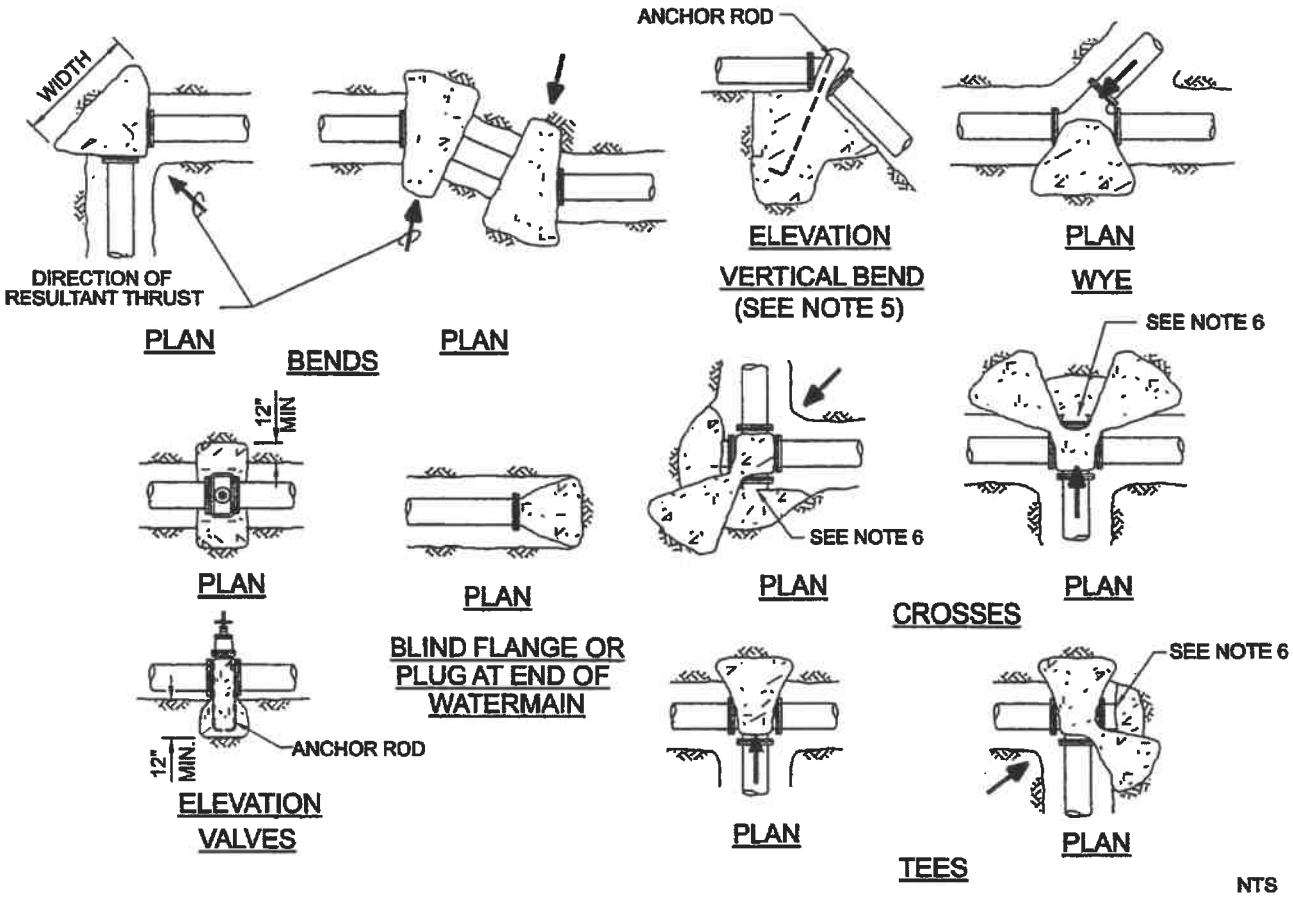

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TABLE I

MINIMUM BEARING AREAS IN SQ FT *				
MAIN SIZE	TEE **	90° BEND	45° BEND	22 1/2° BEND
6"	4	4	4	3
8"	5	7	4	3
10"	9	12	6	4
12"	12	16	9	6

* BASED ON 150 PSI WWP PRESSURE & SOIL BEARING LOADS OF 2000 PSF. THE RATIO OF WIDTH TO HEIGHT SHALL NOT EXCEED 1 1/2 TO 1.

** TEES, PLUGS, CAPS, AND HYDRANTS.

TABLE II

*** SOIL TYPE	**** MAX ALLOWABLE SOIL BEARING VALUES	FACTORS FOR INCREASING AREAS IN TABLE 1
LOOSE SAND	500 PSF	4
SOFT SANDY CLAY	1000 PSF	2
ADOBE	1000 PSF	2
COMPACT FINE SAND	2000 PSF	1
COMPACT COARSE SAND	2000 PSF	1
MEDIUM STIFF CLAY	2000 PSF	1

*** THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE SAFE SOIL BEARING VALUES AND THE POSITION AND SIZE OF BEARING AREAS.

**** BASED ON 2 FEET MINIMUM DEPTH OF COVER OVER THE PIPE.

GENERAL NOTES:

1. ALL ANCHOR AND THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL.
2. MINIMUM ALLOWABLE WATER PRESSURE FOR DESIGN OF THRUST BLOCKS IS 150 PSI. BEARING AREA INCREASES DIRECTLY WITH INCREASE IN PRESSURE.
3. ALL CONCRETE USED IN THRUST BLOCKS SHALL ATTAIN 2000 PSI STRENGTH.
4. ALL ANCHOR RODS SHALL BE REINFORCING STEEL AND A MINIMUM OF 1/2 INCH IN DIAMETER.
5. USE ANCHOR BLOCKS AT VERTICAL BENDS WHEN PIPE IS ABOVE OR BELOW GROUND. SIZE OF BLOCK AND ROD SHALL BE AS SHOWN ON THE PLANS OR AS DETERMINED BY THE DISTRICT.
6. USE 30 POUND FELT TO INSURE COLD JOINT.
7. CONCRETE SHALL NOT COME INTO DIRECT CONTACT WITH ASBESTOS-CEMENT PIPE.
8. FOR PIPE GREATER THAN 12" IN DIAMETER, ENGINEER IS TO SUBMIT CALCULATIONS FOR APPROVAL.

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

APPROVED _____ ASSISTANT DEPUTY DIRECTOR

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STANDARD PLAN

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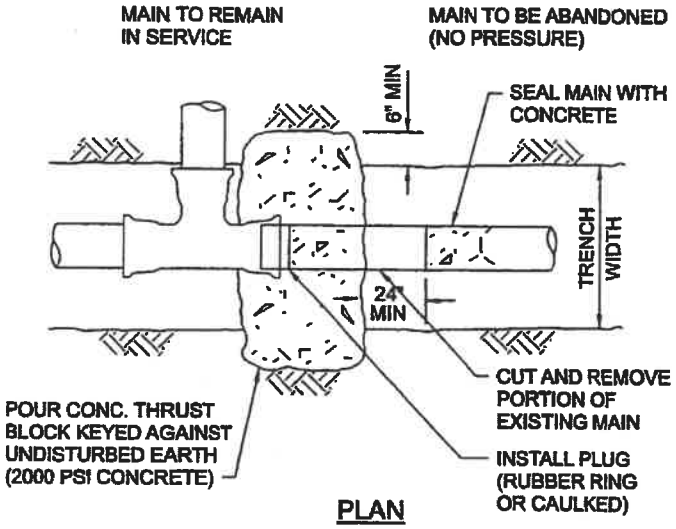
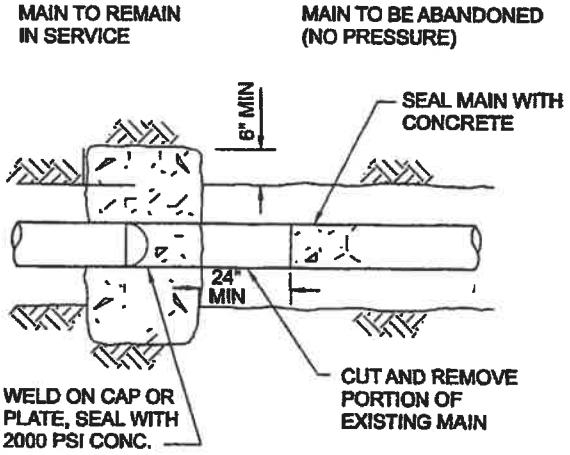
CUTTING AND PLUGGING WATER MAINS



PLAN

EXISTING HUB END FITTING OR VALVE

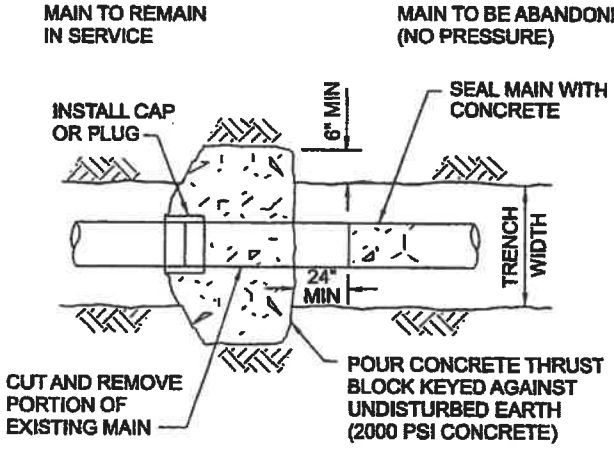
NTS



PLAN

EXISTING STEEL MAIN

NTS

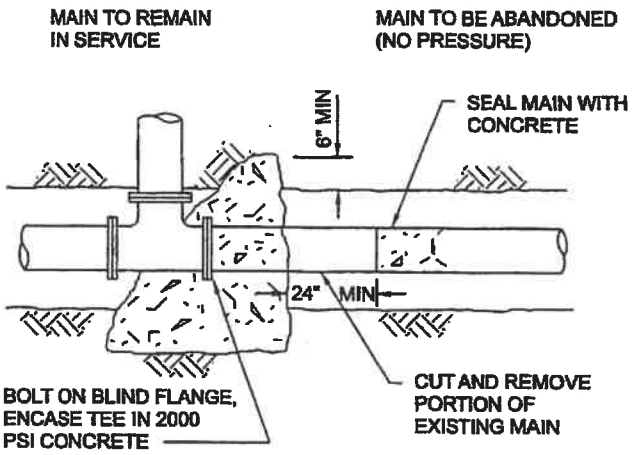


* NO CONCRETE TO BE PLACED ON ACP OR CIP

PLAN

EXISTING ASBESTOS-CEMENT OR CAST-IRON MAIN

NTS



PLAN

EXISTING FLANGED FITTING OR VALVE

NTS

GENERAL NOTE: SEE SPECIFICATIONS FOR FLUSHOUT REQUIREMENTS.

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

APPROVED _____ APRIL 2004

ASSISTANT DEPUTY DIRECTOR — DATE

STANDARD PLAN

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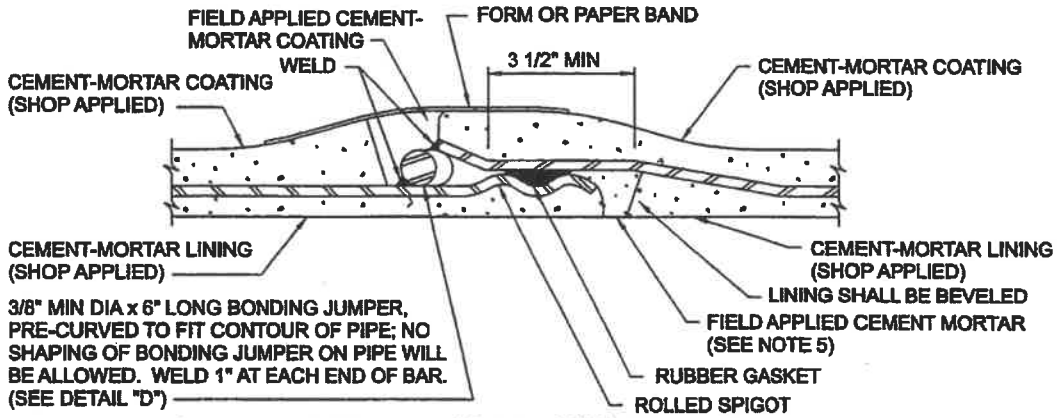
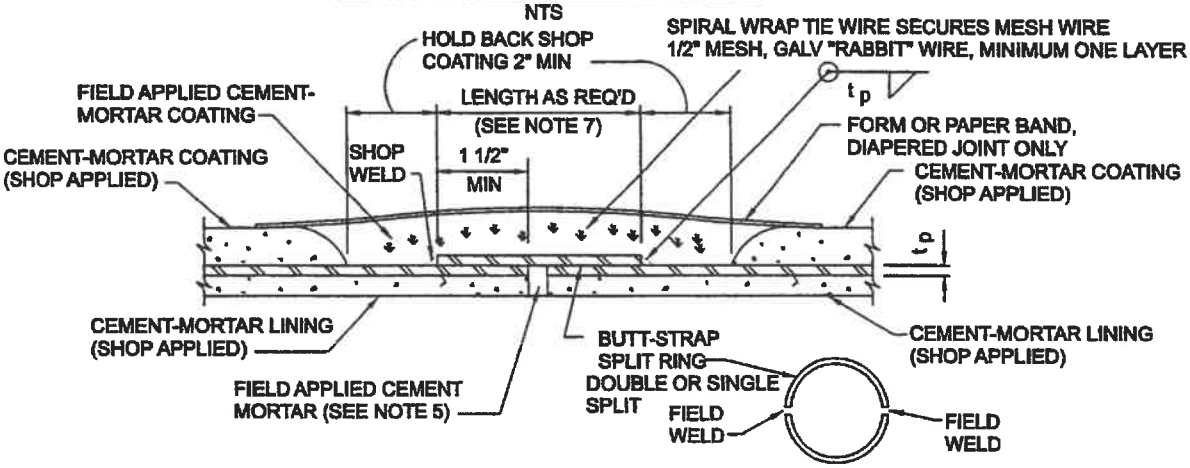
STEEL PIPE JOINT DETAILS



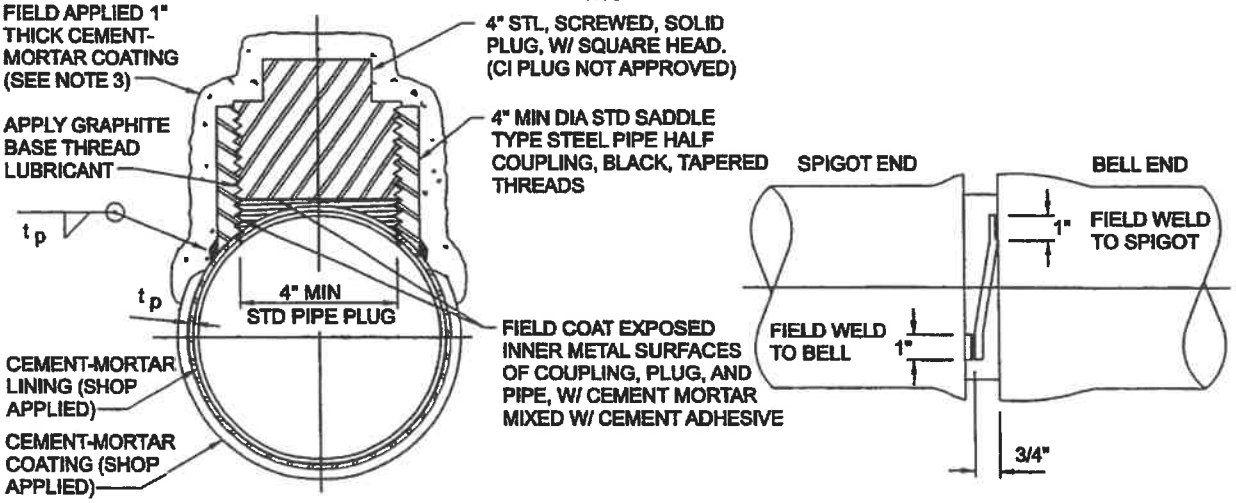
DETAIL A - RUBBER GASKET JOINT

NTS



DETAIL B - FIELD WELDED BUTT-STRAP JOINT

NTS



DETAIL C - POINTING HANDHOLE

NTS

DETAIL D - BONDING JUMPER

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LOS ANGELES COUNTY WATERWORKS DISTRICTS

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APPROVED _____ APRIL 2004

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SHEET 1 OF 2

GENERAL NOTES:

1. CEMENT MORTAR SHALL BE APPLIED TO WELDED JOINTS ONLY AFTER THE HEAT OF WELDING HAS DISSIPATED. JOINT WELDS SHALL NOT BE COOLED BY QUENCHING.
2. THE INTERIOR SURFACE OF JOINTS TO BE LINED WITH CEMENT MORTAR SHALL BE CLEANED, AND BRUSHED WITH APPROVED CEMENT ADHESIVE, IMMEDIATELY BEFORE THE MORTAR IS APPLIED.
3. CEMENT MORTAR FOR THE INTERIOR OF JOINTS SHALL CONSIST OF ONE PART CEMENT, ONE PART SAND, WATER, AND AN APPROVED CEMENT ADHESIVE ADDED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
4. CEMENT MORTAR FOR THE EXTERIOR OF JOINTS SHALL CONSIST OF ONE PART CEMENT, ONE PART SAND, AND WATER, AND SHALL BE POURED INTO ONE SIDE OF FORM ONLY.
5. THE INTERIOR OF ALL JOINTS SHALL BE SWABBED BY MEANS OF A BALL AND ROD.
6. THE POINTING HANDHOLE SHALL BE INSTALLED ADJACENT TO A RUBBER GASKET JOINT, OR CENTERED OVER A BUTT-STRAP JOINT, AND SHALL BE USED AS NOTED ON PLANS OR WHERE A BALL AND ROD SWAB CANNOT BE USED.
7. FOR POINTING HANDHOLE, THE MINIMUM LENGTH OF THE BUTT STRAP SHALL BE 9 INCHES FOR ALL PIPE SIZES LISTED IN TABLE BELOW. WITHOUT HAND HOLE, THE MINIMUM LENGTH OF STRAP SHALL BE AS SHOWN IN THE FOLLOWING TABLE:

PIPE SIZES IN INCHES	MINIMUM LENGTH OF BUTT STRAP REQ'D IN INCHES
6 THRU 18	4
20 THRU 36	6

8. A BOLTED FLANGED JOINT MAY BE USED AS AN ACCEPTABLE ALTERNATE TO THE RUBBER GASKET OR THE BUTT-STRAP JOINT.

PIPE TRENCH

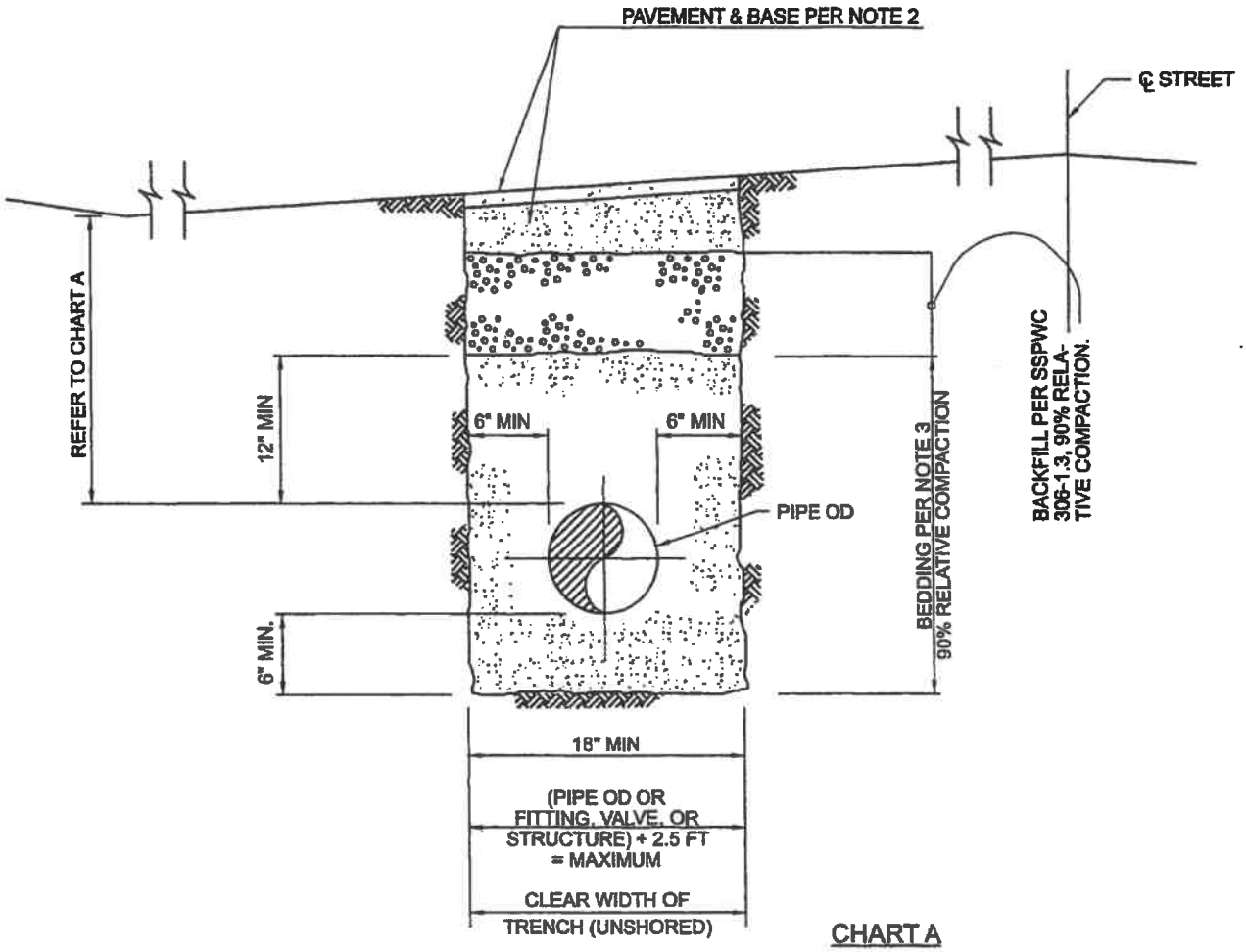

CHART A

SIZE OF PIPE (INCHES)	MIN DEPTH OF COVER OVER PIPE IN INCHES (SEE NOTE 1).	MIN DEPTH OF COVER OVER PIPE IN PRIVATE STREET (SEE NOTE 1).
4 TO 6	36	36
8 TO 10	42	48
12 OR LARGER	48	48

GENERAL NOTES:

1. THE DEPTH OF COVER OVER THE PIPE SHALL BE MEASURED VERTICALLY FROM THE TOP OF THE PIPE WITH REFERENCE TO AN APPROVED, IMPROVED GUTTER FLOWLINE. WHERE THERE IS NO IMPROVED GUTTER FLOWLINE, USE THE ELEVATION OF A PROPOSED ADJACENT FLOWLINE AS THE REFERENCE ELEVATION.
2. PAVEMENT SHALL BE PER THE REQUIREMENTS OF THE LOCAL AGENCY'S PERMIT BUT NOT LESS THAN THE REQUIREMENTS OF STANDARD PLAN 132-1 FOR PCC PAVEMENT OR STANDARD PLAN 133-1 FOR AC PAVEMENT.
3. BEDDING SHALL BE SAND PER SSPWC 306-1.2.1 UNLESS OTHERWISE APPROVED BY THE DISTRICT.
4. NEITHER BEDDING NOR BACKFILL SHALL CONTAIN PARTICLES GREATER THAN ONE SQUARE INCH.

NTS

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

APPROVED

ASSISTANT DEPUTY DIRECTOR

APRIL 2004
DATE

STANDARD PLAN
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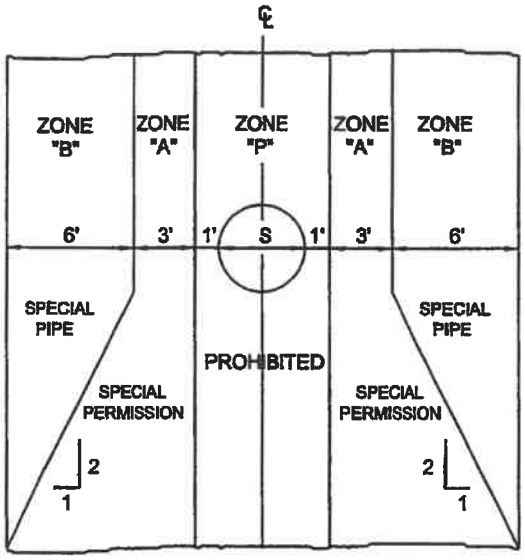
SHEET 1 OF 1

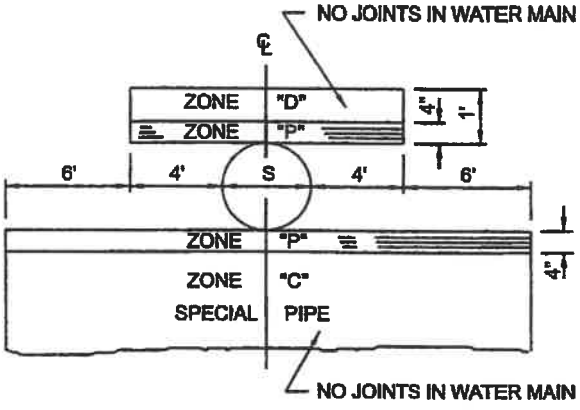
DESIGN REQUIREMENTS FOR WATER MAINS IN THE VICINITY OF SANITARY SEWERS

PARALLEL CONSTRUCTION



SPECIAL CONSTRUCTION WILL BE REQUIRED IF HORIZONTAL CLEARANCE BETWEEN PRESSURE WATER MAIN AND SEWER LINE IS LESS THAN 10 FEET. SEE THE ZONE ABOVE CORRESPONDING TO CONSTRUCTION REQUIREMENTS BELOW.

PERPENDICULAR CONSTRUCTION



SPECIAL CONSTRUCTION WILL BE REQUIRED IF VERTICAL CLEARANCE BETWEEN PRESSURE WATER MAIN AND SEWER LINE, AT CROSSING, IS LESS THAN ONE FOOT. SEE THE ZONE ABOVE CORRESPONDING TO CONSTRUCTION REQUIREMENTS BELOW.

ZONE	WATER MAIN CONSTRUCTION REQUIREMENTS
A	NO WATER MAINS PARALLEL TO SEWERS SHALL BE CONSTRUCTED WITHOUT APPROVAL FROM THE HEALTH AGENCY.
B	USE STEEL PIPE, CML AND CMC WITH WELDED JOINTS.
C	NO JOINTS WITHIN 10 FEET OF EITHER SIDE OF SEWER LINE. USE DUCTILE IRON PIPE, CML AND POLYETHYLENE WRAPPED, OR STEEL PIPE, CML AND CMC.
D	NO JOINTS WITHIN 4 FEET OF EITHER SIDE OF SEWER LINE. USE DUCTILE IRON PIPE, CML AND POLYETHYLENE WRAPPED, OR STEEL PIPE, CML AND CMC.
P	PROHIBITED ZONE - NO WATER MAINS ARE ALLOWED TO BE INSTALLED WITHIN THIS ZONE.

ADDITIONAL NOTES:

1) WATER MAINS AND SEWER LINES MUST NOT BE INSTALLED IN THE SAME TRENCH.
2) SEPARATION DISTANCES SPECIFIED SHALL BE MEASURED FROM THE NEAREST EDGE OF FACILITIES.
3) STEEL PIPE SHALL BE A MINIMUM OF 10 GAGE THICKNESS.

THE "CALIFORNIA WATERWORKS STANDARDS" SETS FORTH THE MINIMUM SEPARATION REQUIREMENTS FOR WATER MAINS AND SEWER LINES. THESE STANDARDS ARE CONTAINED IN SECTION 64630, TITLE 22, CALIFORNIA ADMINISTRATIVE CODE.

LOS ANGELES COUNTY WATERWORKS DISTRICTS

DEPARTMENT OF PUBLIC WORKS

APPROVED _____ ASSISTANT DEPUTY DIRECTOR

APRIL 2004 DATE

STANDARD PLAN

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SHEET 1 OF 1

LOS ANGELES COUNTY
SANITATION DISTRICTS
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

Non-LACDPW regrading and/or resurfacing projects in the LA Basin that require adjustment of CSD manholes in public rights-of-way shall include the following in their project specifications, or, if already in progress, the Contractor shall follow the following procedures:

ADJUSTMENT OF COUNTY SANITATION DISTRICTS MANHOLES TO NEW GRADE

When County Sanitation Districts (CSD) manholes must be adjusted to new grade because of re-grading and/or resurfacing over the manholes, the work will be done by CSD in conjunction with the Contractor responsible for the re-grading and/or resurfacing work pursuant to the following procedures:

1. The Contractor shall notify CSD's Superintendent of Maintenance at (310) 638-1161 a minimum of three (3) working days prior to the start of any work involving CSD manholes.

2. If grade over manhole is to be lowered:

    a. The Contractor shall furnish and deliver a temporary steel cover plate of adequate thickness and size approved by CSD for the manhole.
    b. The Contractor shall excavate around the manhole to a depth and distance outside of the manhole as required for CSD to remove the manhole frame and cover.
    c. CSD will remove the manhole frame and cover and the interfering portion of the manhole shaft and place the cover plate over the manhole.
    d. The Contractor shall store and protect the frame and cover and fill and/or pave over the cover plate to final grade.
    e. The Contractor shall remove the pavement and/or fill as required for CSD to raise the manhole to final grade. Pavement and/or fill shall be removed to a minimum depth of not less than 6 inches below final grade and 12 inches around the manhole if the cover plate is more than 6 inches below final grade.
    f. CSD will raise the manhole and set the frame and cover to final grade.
    g. The Contractor shall provide a 12-inch wide by 12-inch high concrete ring around the manhole frame. In unpaved areas, the concrete ring shall include #3 rebar, 12-inch overlap. The Contractor shall backfill and compact and complete the pavement around the manhole.

3. If grade over manhole is to be raised:

    a. The Contractor shall fill and/or pave directly over the manhole frame and cover to final grade.
    b. Repeat steps e. through g. of Item 2 above except when grade is to be raised more than 2 feet. In such case, the Contractor shall excavate around the manhole to a depth and distance as determined by and required by CSD to remove and reconstruct the manhole shaft with the required taper.

The Contractor shall be responsible for furnishing, placing, and maintaining barricades and lights as necessary to protect the public from danger due to the work being performed.

APPENDIX "B"

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)
CONTRACTOR REGISTRATION NUMBER FORM

Department of Industrial Relations (DIR)
Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

Per this requirement, provide the following information:

_____

Contractor Name

_____

Contractor Department of Industrial Relations Registration Number:

_____

Expiration Date of Registration Number

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

APPENDIX "C"

PROJECT SIGN

ITEM NO. 6

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 7, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO REJECT ALL PROPOSALS RECEIVED FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Reject all proposals submitted for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014); and

2. Authorize the Public Works Department to re-advertise the Request for Proposal.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of October 19, 2021, the City Council authorized staff to solicit proposals for the preparation of Plans, Specifications, and Estimate (PS&E) for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014). The City has placed a high priority on this project to provide active transportation options to its residents. This project will create a system of complete streets boulevards on east/west connector streets, along with one north/south boulevard. These will be complemented with pedestrian safety and mobility enhancements, including sidewalk improvements, signal modifications, and zebra crosswalks. The boulevards are located along the length of Gage Avenue, Saturn Avenue, Florence Avenue and Miles Avenue. The pedestrian focus area is on Pacific Boulevard, Santa Fe Avenue and Florence Avenue.

On October 22, 2021, the City Clerk's Office published the Request for Proposal (RFP) in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media. The RFP provided the guidance expected of professional engineering firms that perform similar type work.

Staff analyzed the two proposals received on November 17, 2021 and after reviewing them, the recommendation is to reject all proposals and authorize staff to re-advertise the RFP. The advantages to rejecting all proposals and re-advertising the RFP are to

evaluate the scope of service to bring in the estimated cost in line with our projection and to increase the number of proposers.

The following is a tentative schedule:

RFP ISSUED	December 10, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	January 6, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	January 13, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	January 19, 2022
TENTATIVE CITY COUNCIL AWARD DATE	February 1, 2022
APPROXIMATE NOTICE TO PROCEED DATE	February 7, 2022
100% FINAL PS&E TO THE CITY	July 28, 2022

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.

The City Clerk's Office shall re-publish the RFP in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from engineering firms to design the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

At the regularly scheduled meeting of June 24, 2021, the California Transportation Commission (CTC) allocated funding in the amount of $288,000 and is reimbursable through Caltrans. Additional funding in the amount of $45,000 was allocated for the Preliminary Engineering phase of this project through the Metro Federal Transportation Earmark Exchange Program which is also reimbursable. Total available design funds is $333,000.

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

Public Works Department
City Council Agenda Report

December 7, 2021

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 THE SOUTHERN CALIFORNIA EDISON CHARGE READY PROGRAM FUNDING REQUEST APPLICATION FOR ELECTRICAL VEHICLE CHARGING STATIONS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to submit the Southern California Edison Charge Ready Program Funding request application for electrical vehicle charging stations; and

2. Authorize the City Manager to sign all applicable documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Southern California Edison's (SCE) Charge Ready program (Program) supports both California's greenhouse gas (GHG)-reduction goals and the Air Quality Management District's requirements by providing financial assistance and subject matter expertise to help expand the charging infrastructure available for electric vehicles (EVs). The program assists the City by providing technical assistance and reducing costs for installation of the electric vehicle charging infrastructure and equipment.

The program provides the necessary infrastructure to support the installation of EV charging infrastructure at a low to no-cost to the City. The program also provides rebates for the purchase and installation of the charging equipment. SCE is generally responsible for designing and installing the supporting infrastructure, and the City will be responsible for the selection, purchase and installation of the charging equipment onsite.

The Charge Ready program offers several different program options. These include:

1. *Charging Infrastructure and Rebate. In addition to SCE providing the utility-side and customer-side of the meter supporting infrastructure, this program also offers eligible participants a rebate to offset the costs associated with the purchase and installation of SCE-approved charging equipment. The amount of the rebate will depend on the power level of the charging equipment selected, and the designation of the site where it will be installed. Participating sites located in a top quartile disadvantage community (DAC) will qualify for the largest rebate, with lower rebates offered to non-DAC multi-family property sites and other non-residential entities.*

2. *The Customer-Side Make-Ready Rebate Option. This rebate option is available to ANY participant who chooses to design, purchase, and install the customer-side of the meter infrastructure work. The Customer- Side Make-Ready Rebate is intended to offset up to 80 percent of the costs that SCE would otherwise incur for performing the work. Every participant will have the choice to perform this work themselves and qualify to receive the rebate, or to have SCE perform the work at no additional cost to the participant. Figure 1 illustrates the two basic segments of infrastructure work. If the customer chooses to self-install the infrastructure on the customer-side of the meter (as shown in the graphic on the right in GREEN), they will then qualify to receive this rebate.*

Once the City chooses one of the two options above, and the project is accepted for initial qualification, SCE will work with the City to ensure the remaining steps in the participation process are executed. SCE will design and construct the utility-side and customer-side infrastructure, which typically includes transformer upgrade (when necessary), service drop, meter panel/socket, circuit panel, conduit, and wires up to the point of first interconnection with participant-purchased charging equipment.

The City plans on adding six (6) charging stations at City Hall and six (6) at the Public Works Yard.

LEGAL REQUIREMENT

The Charge Ready program provides an opportunity to reach the State's goal of attaining a 40% greenhouse gas emissions reduction by 2030 and an 80% reduction by 2050. The City is required to complete an online enrollment form. SCE will review applications and determine eligibility based on several factors including but not limited to:

- The City's qualification for the program selected.
- The number of applications submitted for multiple sites.
- The project site's geographic location and categorization (priority of site).
- The number of charging ports requested.
- The overall complexity and cost of the project.
- The level of remaining program funds.
- Alignment with certain goals established by the CPUC.

The City is also required to execute and notarize an easement, which contains the legal description and plat map of SCE's infrastructure on the City's property.

FISCAL IMPACT/FINANCING

The California Public Utilities Commission (CPUC) approved SCE's Charge Ready program on September 2, 2020. This 4-year program appropriates $436 million in funding, comprised of approximately $417.5 million for charging infrastructure, $14.5 million for marketing, education, and outreach, and $4.3 million for an evaluation of the Charge Ready infrastructure and market education programs. City does not have a cost at the moment as this cost will be calculated in conjunction with SCE. Approval of this specific action does not have a fiscal impact until the City receives confirmation of the award of funds. City staff will come back to the City Council with final figures.

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. 8

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 7, 2021

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:

APPROVAL OF FILMING AT THE COURTHOUSE BUILDING AND RENTAL CONTRACT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize filming at the City of Huntington Park Courthouse Building; and
2. Authorize the City Manager to prepare and execute an agreement with Picrow Streaming Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Community Development Department was approached by a filming company (Picrow Streaming Inc.) as to the potential use of the City's vacant courthouse building for filming purposes. While the City has a permit process for filming and still photography, it is silent on cost recovery for the use and occupancy of City facilities. Negotiations ensued with Picrow Streaming Inc. to vet the terms of an agreements that would be amenable to the City. Picrow is requesting to use the facility for a period of four (4) months (January-April). In addition, Picrow would be responsible for the cleanup of the interior of the building during December to make it ready for film and prop crews to start in January. Picrow would also need a portion of the east parking lot for film trucks and performers to park. The TV/reality filming would not include any adult entertainment or nudity as part of the approval. Picrow would also be responsible for securing all appropriate permits from other governmental agencies as necessary.

FISCAL IMPACT/FINANCING

The purposed rental fee is $20,000 per month for the period of January 1, 2022 through April 30, 2022. No rental fees would be assessed for December during the "clean-up" phase.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

STEVE FORSTER
Community Development Director

ITEM NO. 9

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 7, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE HOMELESS OUTREACH SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) with an option of two, one-year extensions to provide homeless outreach services to the sole responsive and responsible proposer, Inner City Visions for a not-to-exceed amount of $182,500;

2. Authorize the City Manager to execute the PSA.

BACKGROUND

The City of Huntington Park is experiencing a historic rise in the number of un-housed/ homeless individuals within the community. This is a nationwide problem that has significant impacts on the quality of life for the businesses and residents within the community. Individuals may be facing a variety of issues that are causing them to lose their ability to be sheltered. Historically these issues can stem from financial difficulties, mental health issues, addictions, and other causes and has been compounded by the COVID 19 pandemic.

City staff issued a request for qualifications (RFQ) from qualified and experienced homeless outreach service providers to provide case management, referral and support services for homeless individuals within City limits on November 10, 2021.
The RFQ provided the guidance expected of professional firms that perform similar type(s) of work.

The City solicited proposals from qualified firms and the date to submit proposals was December 1, 2021. The City received one proposal.

Staff reviewed Inner City Visions proposal and found it to be responsive and properly responsible in the requirements of the RFQ. Based on the proposal evaluated, it is staff's recommendation to award the professional services agreement to Inner City Visions.

FISCAL IMPACT

The City receives approximately $1.8 million in CDBG/ HOME funding. There is an unallocated amount of CDBG money available due to the change in COVID 19 regulations for service-based programs. Otherwise, funding utilizing CDBG money would not be available unless the City Council would shift other CDBG appropriations. The consultant time is directly billable from previous years CDBG funds received. On the December 21, 2021 Council agenda will be an amendment to the CDBG allocation allowance utilizing these COVID 19 appropriations without having to make concessions to other service programs.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,

RICARDO REYES
City Manager

STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S):

1. Draft Professional Services Agreement for Inner City Visions
2. Inner City Visions proposal

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **7th day of December 2021** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Inner City Visions 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, 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 7, 2021 to December 7, 2022**. 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 **$0.00** (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 Interim Director of Community Development (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 of involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

   i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;

   ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;

   iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or

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

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

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

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

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement

pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONTRACTOR:
Name
Address
Contact info

CITY:
City of Huntington Park
Community Development Department
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:

_____
By: Ricardo Reyes
City Manager

Date:_____

RINCON CONSULTANTS, INC.:

_____
By:

Date: _____

APPROVED AS TO FORM:

_____
By: City Attorney

Date: _____

DRAFT

EXHIBIT "A"

SCOPE OF WORK

NAME OF CONSULTANTS, INC.

DRAFT

ATTACHMENT "B"

November 29, 2021

Mr. Steve Forster
City Clerk's Office
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mr. Forster:

Per your city's request, Inner City Vision is pleased to provide the enclosed proposal for your consideration. While ICV has been providing services to the Florence-Firestone/Huntington Park communities that include street outreach and community violence prevention and intervention, safe passage, youth services, intensive case management, and Commercially and Sexually Exploited Children (CSEC) services for more than 15 years, we are proposing to work with the City to address the problems associated with the more than 300 homeless individuals in Huntington Park.

As you are well aware, despite the many efforts of the City of Los Angeles and the Los Angeles Homeless Services Authority (LAHSA), the number of homeless individuals continues to rise and expand into surrounding cities such as Huntington Park. Despite the city's efforts to stem the tide, more and more homeless individuals make their way to Huntington Park, end up on the streets with limited resources, and sinks further into poverty and diminished physical and mental capacity.

The proposed program will provide services for those homeless individuals in the city, especially those who may be averse to becoming actively engaged in efforts to transition them from the streets into permanent housing. This evidence-based model provides a set of practical strategies aimed at reducing negative consequences associated with homelessness. To this end, ICV is requesting $182,500 to support a 12-month program.

In preparing this letter, it is important to note that I have every reason to believe that your investment will have a far-reaching positive impact on the lives of the many homeless individuals in Huntington Park. Further, I am attaching a formal proposal that provides an overview of our organization, the proposed program, and the associated budget.

Thank you in advance for your time and attention. Please do not hesitate to contact me directly at 213-505-6125 if you have any questions.

Sincerely,

Alfred Lomas
Executive Director

Executive Chair
Kevin Malone

Executive Vice Chair
Dennis Justice

Treasurer
Carlos Usmany

Secretary
Angela Rumfalo

Founder and Executive Director
Alfred Lomas

1440 E Florence Ave.
Los Angeles, CA
90001

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1. Background and Experience

Business background and experience in providing homeless outreach services

For more than 15 years, Inner City Visions (ICV) is known in the Florence-Firestone and surrounding communities for providing a safe and welcoming place for residents to seek refuge, support and to fulfill the need of belonging. ICV is a 501(c)(3) nonprofit organization located in the epicenter of homelessness, educational and economic disenfranchisement, gang violence, and currently in the midst of the COVID-19 pandemic. We engage the most at-risk and vulnerable populations such as the homeless, seniors, veterans, unaccompanied and exploited youth to provide solutions to their ever-evolving hardships. In addition, ICV has been combatting human trafficking in Florence-Firestone and surrounding communities, including Huntington Park, by addressing the deeply engrained dysfunctions of a generationally disadvantaged and gang-influenced communities. ICV is the only CBO in the area that is built on a history of long-standing community relationships and has an in-depth understanding of how individuals become vulnerable to homelessness, exploitation, and recruitment into the commercial sex trade.

ICV is guided by a three member Board of Directors and operates with a staff of four full time and three part-time employees. The senior staff, inclusive of youth leaders, collective experience exceeds 34 years. A clear line of authority exists from the Board and the management staff through the Executive Director and is outlined in the agency's organizational chart attached herein. Founded by Alfred Lomas, a former member of Florencia 13 with "License to Operate", he envisioned bringing peace and resources to a much-needed demographic in Southeast Los Angeles. ICV's mission is to mobilize the knowledge and skills of the community to inspire each person to dream, work and play without fear. ICV hires, trains, and empowers individuals, some of whom are formerly homeless, and/or former gang members who have turned their lives around, to work at the schools, in the parks, and on the streets. Our outreach workers are trained to work with community residents and youth alongside a diverse team of police officers, community leaders, psychologists, and teachers to connect with our homeless and hardest-to-reach individuals and engage them, provide needed services that includes case management, and to give them positive alternatives to life on the streets. The resumes of our proposed staff are attached at the end of this section.

Since its inception in 2010 and through its various grant and contracts, ICV has and continues to incorporate street outreach to homeless individuals and families in the Florence Firestone community, Walnut Park, and in Huntington Park, particularly along the Alameda Corridor and know encampment areas such as the one on Randolph Avenue.

Specific outreach activities relative to individuals experience homelessness.

ICV has long been involved in working with and advocating for homeless individuals, including working the East LA neighborhoods during the Annual Homeless Counts. Additionally, back in 2018, in our effort to gain a better understanding of the homeless

population in LA, ICV participated in a number of listening sessions and focus groups convened by LAHSA's Ad Hoc Committee on Black People Experiencing Homelessness.

From our work on the streets in East LA, and from statistics gathered and presented by the Committee, it was clear then, and remains now, that Black and Latinx individuals are dramatically overrepresented in the population experiencing homelessness when compared to their representation among the overall population in the County. While Blacks represented only 9% of the population, they represented 40% of identified homeless individuals. Although of less severity, Latinx represented 48% of the population, yet represented 35% of homeless individuals. Geographically, the highest concentration of homeless individuals who are Black were in South LA, while the highest concentration of Latinx were in East LA, including cities such as Huntington and Baldwin Park and unincorporated Florence Firestone.

As mentioned, Black and Latinx individuals and their families have been persistently overrepresented among the population experiencing homelessness across Los Angeles County. Trend data over the past ten years show a decrease in the percent of White individuals experiencing homelessness, but conversely shows percent increase among Blacks and Latinx homeless individuals. These results have generated concern and heightened attentiveness to this issue by agencies such as ICV and is indicative of the fact that people of color experiencing homelessness face racial inequities, as well as the other risks and challenges of homelessness, which further highlighted the need for action to address this specific facet of the homelessness crisis in Los Angeles County.

For those working with unhoused individuals, it is clear that coordination and referral to a network of providers is a must in order to support their extensive needs. These include, but are not limited to medical, psychological, financial, housing, employment, etc. As such, ICV collaborates and make warm hand off referrals to entities such as First To Serve, Homeless Outreach, St. Joseph Center, Housing Rights Center, Skid Row Housing Trust, SSG/HOPICS, SRO Housing Corporation, Housing Authority of LA County, Los Angeles County Department of Health Services, Homeless Youth Forum of Los Angeles, Los Angeles County Department of Mental Health, and a litany of government entitlement programs to name just a few.

Additionally, to facilitate the provision of housing and supportive services to homeless individuals, ICV staff Cynthia Diaz, has access to the Los Angeles County Homeless Services Authority's (LAHSA) Coordinated Entry System (CES) which brings together programs and resources with the goal of connecting people experiencing homelessness to the most appropriate housing and services based on their needs. Ms. Diaz is certified by LAHSA to utilize their Homeless Management Information System.

Objective: Awareness of the demographics and special needs of the community

Over the past 14 years of being a community entrenched CBO in East LA, ICV is acutely aware of the demographics, cultural identity, and unique needs of our growing communities. East L.A. remains an influential, perhaps the most influential Latino

neighborhood in the region, with more 190,000 residents, 96% of whom are Latino. Whether in the visual arts, in music, the written word, or in the realm of political thought, East Los Angeles continues to make unique and important contributions to the culture of Southern California and beyond.

Homelessness has become a prominent issue in Los Angeles County, especially in East Los Angeles. In this impoverished area, it is not uncommon to see a homeless woman and her kids panhandling at the local supermarket, to notice a homeless encampment under a freeway overpass or near a parking lot, or, lastly, to come upon a car or an old RV parked on a residential street filled from floor to ceiling with debris. Despite the numerous efforts to curb homelessness over the years, these heartbreaking scenes have unfortunately become the new normal in East LA.

Located in Service Planning Area 6 (SPA 6), East LA is home to the highest concentration of Latinx population with nearly 40 percent of the area population, living at or below the federal poverty level (household income is $26,500/year). Widely known as a low-income region. Compared to other neighborhoods in the county, East LA is disproportionately represented by having one of the highest percent of adults who are unemployed, the lowest average household income, and the highest percentage of residents receiving public assistance.

Not unlike other areas of the County, homelessness in East LA has only continued to worsen throughout the years. In fact, within the past decade, the homeless population in the region has more than doubled. Presently, it is probable that the ongoing COVID-19 pandemic has only exacerbated this issue as a disproportionate number of individuals and families, specifically those who reside in low-income neighborhoods such as East LA, encountered more frequent job loss, evictions, unemployment, and other severe economic hardships, all of which can lead to homelessness. As the homeless population rapidly grows, especially during this difficult time, it is imperative that services continue to be readily available to address their specialized needs. ICV will work in unison with the city to address these and other unforeseeable problems as they arise as identified as one of the objectives highlighted in the RFP.

Compounding these factors, crime has also seen a significant increase since the start of the pandemic. Selected crime statistics presented in the following tables for the Florence Firestone community is representative of the increases being seen, in a greater or lesser extent, in other areas such as Huntington Park, Maywood, Commerce, Walnut, and other East LA. communities.

All Aggravated Assaults in TPI Communities in January-April of Each Year

Community	Year			Percent Change	
	2019	2020	2021	2019 to 2021	2020 to 2021
Florence/Firestone	76	78	101	33%	29%

Aggravated Assaults Involving Guns in TPI Communities in January-April of Each Year

Community	Year			Percent Change	
	2019	2020	2021	2019 to 2021	2020 to 2021
Florence/Firestone	14	14	46	229%	229%

Homicides in TPI Communities in January-April of Each Year

Community	Year			Percent Change	
	2019	2020	2021	2019 to 2021	2020 to 2021
Florence/Firestone	3	4	8	167%	100%

2. Ability to Provide Services

Inner City Vision (ICV) will provide case management, referral, and/or supportive services to the 282 unsheltered homeless individuals in Huntington Park as identified by the Los Angeles Homeless Services Authority's 2020 Homeless Count. This population, of which the vast majority (96%) are single Hispanic adults, and includes roughly 2% that constitute families, 1% veterans, and 1 percent unaccompanied youth. This targeted population has been identified within the Huntington Park 2020/2021-2024/2025 Consolidated Plan as being of high priority.

ICV's Current Operations

Iner City Visions' current operations are guided by a Board of Directors and operates with a staff of 4 full time and 3 part time employees. Its management staff includes the Executive Director (ED), Finance Manager, and a Project Manager. A clear line of authority exists from the Board to the management staff through the ED and is delineated in the company's organizational chart.

Both management and line staff have extensive culturally sensitive experience working with the homeless population and administering county, city, and other homeless funded programs. The collective experience of these staff members exceeds eighty-five years.

All employees are engaged and retained based on personnel policies, including job descriptions and salary ranges, which are approved by the Board. The ED and other managers operate within Board approved policies. Prospective staff members undergo interviews by the immediate supervisor and a panel of current employees, which make recommendations to the appropriate department manager and the ED. They are also subjected to a complete Department of Justice background check prior to being hired.

All seven staff at ICV have significant experience working in the nonprofit sector and have many years of experience working specifically within their respected positions and with the homeless population. Their experience is buttressed by both formal education and additional training that include, but are not limited to conflict management, diversity and inclusion, unconscious bias, trauma informed care, and harassment training to name a few.

ICV has the fiscal and operational capacity to manage this program. The addition of this homeless outreach contract from Huntington Park will not put any strain of ICV's current operations, say for the hiring of two additional staff. Relative to its fiscal management structure, the agency's finance functions are managed by the Finance Manager and supervised by the agency's contracted accountant who has more than 14 years of experience working in the nonprofit sector, and more than eight years working in that capacity for ICV. The accountant is supervised by the Executive Director and is further supported by a contracted CPA firm.

ICV maintains financial records and conducts transactions according to Generally Accepted Accounting Principles (GAAP) and maintains Board-approved written policies

and procedures for internal controls. Specific controls include (1) a separation of the accounts receivable duties (e.g., different staff people are responsible opening checks, making deposits, and recording payments in the accounts receivable records); (2) All transactions are logged using ICV's financial management software, with layers of access determined by staff position. All information can be easily accessed through queries and reports; and (3) the Treasurer of the Board monitors and evaluates the internal controls, which will be in conjunction with the annual audit. Appropriate fiscal controls are in place to assure checks and balances.

ICV maintains a billing and receivable process, assuring timely submission of reimbursement requests, and tracking and follow-up of monies due. The procedures for billing, accounts receivable, and overdue account collection processes are found in its financial procedure's manual. The organization has a system in place to ensure reports on overdue accounts and bad debts are reviewed by the ED and Board as part of a monthly aging of accounts report. Using QuickBooks Pro, the Accountant regularly prepares customized reports of financial information and reviews them with the Executive Director and shared with the Board.

Homeless Street Outreach and Supportive Services Team (SOSST)

The development and implementation of our Street Outreach and Supportive Services Team (SOSST) in Huntington Park is predicated upon the City's goals and on our understanding of the overall goals of the County's Homeless Crisis Response System which facilitates the coordination and management of resources and services, the identified goals of Huntington Park, and the directive to address the needs of homeless individuals in the city. These understandings are gained though our 14-year history of providing street outreach, gang intervention and safe passage, case management, referrals, and supportive services through contracts and grants from a number of funders.

Research has shown that providing for the basic need of shelter proves effective in improving program participants' health and well-being in other areas; once stable housing is obtained, a major stressor is reduced, allowing them to focus their attention on other issues and needs. The provision of permanent supportive housing, including housing assistance via our use of our internal Case Managers, and coordination with external LAHSA Housing Specialist and Housing Navigators from other partnering organizations, offers concrete and effective support to homeless individuals who may still be struggling with issues of daily living and decision-making as they seek to restore housing. This then is the concept of "Housing First" that has been embraced by ICV. ICV incorporates the Harm Reduction model, interlaced with the Housing First model, into its operations as a means of providing services for those who may be averse to becoming actively engaged in efforts to transition from the streets into permanent housing. This evidence-based model provides effective strategies to reducing negative consequences of homelessness.

Individuals identified and pre-screened by our Street Outreach and Supportive Services Team will be given a "warm handoff" to one of our Case Managers who will assess the individuals' needs and develop an Individualized Housing and Transition Plan with input from the homeless individual or family. Case Managers will also serve as an advocate and/or a liaison to ensure the homeless individual receives needed services and benefits, including housing, from partnering organizations and/or government agencies that provide entitlement benefits such General Relief.

While our program will be housed at ICV's headquarters at 1750 E. Florence Avenue, the SOSST, including the two Part-time Community Outreach Workers and two Part-time Case Managers will operate on the streets of HP and within our partnering homeless services providers to which we and/or the Huntington Police Department make referrals. Housing partners will include, but not limited to Su Casa Transitional Housing, La Family Housing, El Puente-The People Concern, Homeless Outreach Program-Integrated Care System, The Whole Child Family Housing Program, Salvation Army Transitional Living Center, LA County Department of Children and Family Services' Transitional Housing Program for Homeless Youth, and United Friends of the Children Pathways to name a few. Because of our extensive experience working with the homeless population, our integration into the network of service providers in HP, and our organization to ramp up for this program, we anticipate no barriers to begin implementation immediately.

Our multidisciplinary, bilingual, bicultural outreach teams consisting of a Community Outreach Worker and a Case Manager, inclusive of staff with lived homeless experience, coordinates and collaborates with service providers to assist homeless individuals. ICV provides coordinated street outreach that identifies and engages people living in unsheltered locations, such as in cars, parks, abandoned buildings, encampments, and on the streets, and plays critical roles within systems for ending homelessness. Our street outreach has effectively reached people who might not otherwise seek assistance or come to the attention of the homelessness service system and ensures that people's basic needs are met while supporting them along pathways toward housing stability.

ICV's street outreach utilizes a person-centered approach, focused on the individual's strengths and resources, and never makes assumptions about what a person might need and provides people experiencing homelessness with multiple opportunities to say 'no' and make repeated offers of assistance as necessary throughout the engagement process. Importantly, our street outreach staff receives regular training in evidence-based practices, including trauma-informed care, and are proficient in utilizing such practices. Finally, our street outreach efforts are respectful and responsive to the beliefs and practices, sexual orientations, disability statuses, age, gender identities, cultural preferences, and linguistic needs of all individuals they encounter with the course of conducting their work.

Community Outreach and Supportive Services to Homeless Individuals

Objective: Develop and implement a street outreach program to locate and provide assistance to homeless individuals within City limits.

ICV's Outreach plan utilize the program's dyad teams that are composed of a Case Manager and a Community Outreach Worker. Each team will be deployed to various areas within Huntington Park where homeless individuals are known to sleep and/or congregate. As previously mentioned, the two teams will focus attention particularly along the Alameda Corridor and known encampment areas such as the one on Randolph Avenue. Working in conjunction with the Los Angeles County Department of Public Health, ICV's outreach team will distribute COVID related educational information, PPE's including masks, hand sanitizers, and gloves, and distributed food and water to homeless individuals that were congregated in what was historically the mobile home area on Wilmington Avenue, namely from Florence to Gage Avenue.

Additional outreach efforts will be focused on a number of encampments, including the one on Randolph and Salt Lake Ave., and in the industrial area around Slauson Ave. and Sante Fe. The business area around Pacific and Slauson will also targeted as many homeless individuals congregated and pan handled there. The Outreach Teams will also focus their efforts on a number of local parks where homeless individuals are known to congregate. Specifically, Salt Lake, Freedom, and Perez parks will be targeted, and support provided to those in need.

Program Team

Huntington Park's population is 9% Hispanic and as such the primary languages in which we will provide services are English and Spanish. Our program staff is fluent in both languages.

Program Director: Alfred Lomas is the founder and Executive Director of Inner City Visions. Mr. Lomas is a former Squad Leader in the U.S. Marine Corp, specializing in urban warfare and counterterrorism. More importantly, Mr. Lomas and his wife have rescued, fostered, and/or have mentored more than 500 runaway and/or sexually exploited young women over the last ten years. In addition, he has worked with marginalized populations such as homeless individuals for more than 14 years and has developed numerous street outreach programs to address the needs of vulnerable populations. Mr. Lomas will provide oversight and guidance of the program's staff and its implementation.

Project Coordinator: Jose Hernandez has been an employee of ICV for more than five years and has more than twenty years of nonprofit and business management experience, including organizational development, implementing community-based programs, and leadership/staff development. In his capacity, Mr. Hernandez will coordinate all activities of program, including scheduling, site identification, and lead the collaboration with partnering organizations. He will supervise, hire, and train staff and

monitor the effectiveness and results of the program's street outreach activities and plan adjustments as needed. In addition to ensuring the timely completion of the program's objectives, he will be responsible for ensuring compliance to outreach protocols and attending community events to represent the program.

Case Manager: Mario Portillo will be hired in this capacity and has more than five years of case management experience in the Hispanic community. He is bilingual, bicultural and comes to us with lived experience. In his capacity, Mr. Portillo will be working out on the streets with the Community Outreach Worker and our partnering housing facilities to promote and coordinate services to homeless individuals and their families. He will ensure that services are provided in a safe, timely, effective, efficient, equitable, and client-centered manner. Additionally, Mr. Portillo will handle case assignments that results from the team's outreach activities, draft service and housing plans, review case progress and determine case closure. Importantly, he is responsible for helping homeless individuals achieve wellness and housing stability.

Community Outreach Worker: David Ortiz will be hired in this capacity and has previously been employed as a Community Intervention Worker for more than 15 years. Importantly, Mr. Ortiz is bilingual, bicultural and is a lifelong resident of the neighboring community and is extremely familiar with everything Huntington Park. His primary responsibilities will include providing safety and support to the Case Manager as they work with the homeless population in the community. Additionally, Mr. Ortiz, working alongside the Case Manager, will establish and maintain regular ongoing contact with homeless individuals through frequent of face-to-face contacts. Working in tandem with the Case Manager, he will assist homeless individuals and their families with obtaining basic needs, such as clothing, food, transportation as well as gaining, restoring, improving and/or maintaining housing stability.

Community Outreach Worker: To Be Hired: In this capacity, this male's primary responsibilities will include providing safety and support to the Case Manager as they work with the homeless population in the community. Additionally, working alongside the Case Manager, he will establish and maintain regular ongoing contact with homeless individuals through frequent of face-to-face contacts. Working in tandem with the Case Manager, he will assist homeless individuals and their families with obtaining basic needs, such as clothing, food, transportation as well as gaining, restoring, improving and/or maintaining housing stability.

As previously noted, ICV have been providing street outreach to vulnerable populations, such as the homeless, for more than 15 years in and around the Florence Firestone community. Specific efforts in Huntington Park, though not through any contracts or grants with the City, includes ICV's ongoing efforts to provide support to individuals in need. These include homeless individuals, seniors, victims of domestic violence, crime victims, and commercially and sexually exploited children. As a demonstration of our established presence in Huntington Park, the following efforts that have been conducted since the beginning of the COVID-19 pandemic is presented. Working in conjunction with

the Los Angeles County Department of Public Health, ICV's outreach team distributed COVID related educational information, PPE's including masks, hand sanitizers, and gloves, and distributed food and water to community residents. Importantly, a significant portion of these efforts were targeted at the homeless populations that were congregated in what was historically the mobile home area on Wilmington Avenue, namely from Florence to Gage Avenue.

One could easily make the argument that homeless individuals are at the very bottom relative to economic status. Additionally, they are frequently the most disenfranchised relative to adverse health conditions, including mental health, and are oftentimes stigmatized as being lazy, antisocial, and prefers to be homeless. The realities as we know are quite different. As such, the implementation of ICV's Street Outreach Program to homeless individuals will yield many benefits as described in the following paragraphs.

Research has shown that providing for the basic need of shelter proves most effective in improving homeless individuals' health and well-being in other areas; once stable housing is obtained, a major stressor is reduced, allowing them to focus their attention on other issues and needs. Therefore, the provision of outreach, case management, housing, and support services, including housing assistance, offers the most benefit as well as concrete and effective support to homeless individuals who may still be struggling with issues of daily living and decision-making as they seek to restore housing. This then is the concept of "Housing First" that has been embraced by ICV.

Specific benefits to the homeless individuals served by the program's case management service include, but are not limited to the following:

- Information and referral services
- Coordinated services delivered through case management services
- Linkages to housing and housing services
- Linkages to medical and mental health services
- Access to food and other needed provisions (Socks, hand sanitizers, wipes, tampons, garbage bags, toilet paper, etc.)

Objective: Coordinate with local housing providers and organizations that can provide housing assistance to such individuals

While it is important to outreach directly to homeless individuals, it is equally important for ICV's teams to outreach to our partnering agencies in and around Huntington Park as a way to develop or maintain referral relationships that will aid in finding housing and other supportive services for the homeless individuals we engage. These entities include, but not limited to the following entities: Los Angeles Homeless Services Authority (LAHSA), Su Casa Transitional Housing, La Family Housing, El Puente-The People Concern, Homeless Outreach Program-Integrated Care System, The Whole Child Family Housing Program, Salvation Army Transitional Living Center, LA County Department of Children

and Family Services' Transitional Housing Program for Homeless Youth, United Friends of the Children Pathways and Huntington Police Department, to name a few.

Objective: Maintain a database of services provided to any individuals and track information to assist any future providers with information that would be helpful in assessing the needs of those individuals

Program information will be collected and stored on ICV's secured computerized database which is accessible to program staff via assigned passwords. ICV will utilize it recently developed proprietary case management software to enter, track, and manage information pertaining to homeless individuals' information, inclusive of their housing and recovery plans. In addition, the Community Outreach Worker will track information relative to, but not limited to, locations visited, types of location, the number of homeless individuals encountered, and the estimated number of individuals that are linked to that location. This information will also be maintained in a separate database and stored in a similar secured manner.

Objective: Provide case management services to homeless individuals to assist in obtaining available services related to housing, food, hygiene, and medical and mental health services

The overall objective and goal of our case management service is to assist unhoused individuals in Huntington Park to secure housing and supportive services so as to help them to become self-sufficient by overcoming economic, educational, psycho-social, cultural, and linguistic barriers, obtain and sustain long-term employment, and achieve independence. To achieve the objective of self-sufficiency, ICV has structured its Homeless Outreach Program to incorporate flexibility and the creativity necessary to meet unhoused individuals where they are and to find solution that will effectively meet their needs.

All case management services are provided in English or Spanish by ICV's bicultural and bilingual staff which include outreach/recruitment, eligibility screening, intake, housing assessment, and assistance in developing a housing and transition plan. The plan includes the provision of education regarding personal financial management and credit, assistance to identify affordable housing, and assistance to obtain benefits. The purpose of the case management component of the program is to help the unhoused individuals to obtain and/or maintain affordable, safe, sanitary, and stable housing so that access to primary medical care and other supportive services is not interrupted by housing instability and prevent reentry into homelessness.

Once trust has been established with a homeless individual, which may be accomplished over several weeks, the case manager will complete an initial intake while on the street and will screen the homeless individual to determine their eligibility for various programs.

Subsequent face to face interactions may lead to the completion of an assessment with the client to determine his/her immediate housing needs. The case manager and individual will jointly develop a housing and transition plan over time. The plan will have action steps to resolve the individual's need. The case manager will be actively involved with each individual, depending upon his/her need, by providing direct assistance such as helping them search for apartments, and/or apply for Section 8 or public housing. The case manager will educate the individual regarding budgeting/credit cards, and about efficiently navigating through the system. For homeless individuals who are not already linked to primary medical care, the case manager will refer and link them to primary medical care. For all services provided and referrals made, the case manager will provide follow-up services within one week after the service is received, or sooner as may be required, to ensure they are progressing in achieving the objectives of their housing plan and to assist in adjustments need to be made.

Objective: Provide access and information related to various programs offered by the City, County, or State or other agencies or non-governmental organizations.

As stated elsewhere in this proposal, ICV has developed an extensive network of service providers and maintains linkages that promotes access to and information regarding supportive services to assist unhoused individuals. This includes information and services that are provided by the City of Huntington Park, various LA County departments (DPSS, DHS, DMH), and a litany of community based organizations. Again, these include Los Angeles Homeless Services Authority (LAHSA), Su Casa Transitional Housing, La Family Housing, El Puente-The People Concern, Homeless Outreach Program-Integrated Care System, The Whole Child Family Housing Program, Salvation Army Transitional Living Center, LA County Department of Children and Family Services' Transitional Housing Program for Homeless Youth, United Friends of the Children Pathways and Huntington Police Department

3. Resources to Provide Services

With $600,000 grant funding from A Better LA from 2012 to 2015, and $1.9m from the Narrow Gates Foundation since 2016, ICV has and continues to provide street outreach services to the Florence-Firestone and surrounding communities whereby identifying priority locations for homeless services and to coordinate with our community partners to provide services to marginalized populations. These grant resources are further buttressed with ongoing contracts from the Los Angeles County Department of Public Health, Office of Violence Prevention.

In 2018, ICV received its first of three contracts, $300,000 in 2021, for Street Outreach and Community Violence Intervention services in the unincorporated area of Florence Firestone and by extension, surrounding communities. This contract employed credible messengers with lived experience and specialized training to work in these communities. They have a pulse on the community and act with compassion to build community, promote healing and link hard to reach populations to resources. A more detailed list of our contracts is provided in the Related Contracts table that is incorporated in Section 5 of this proposal.

4. Ownership Description

As previously noted, Inner City Visions is a 501-c-3 nonprofit organization that is overseen by a five member Board of Directors. As such, the entity is not owned by anyone but operates as a public benefit organization.

5. Contracts History

A table of related contracts over the past few years is provided on the following page.

List of Related Contracts

Contract	Term	Amount	Contact Person	Contact's phone #	Contact's Email
Narrow Gates Foundation-CSEC services	2016-Current	$360,000/yr.	Kevin Malone	(661) 645-1000	kmalone@usiaht.org
Dept. of Public Health-Office of Violence Prevention -Street Outreach and Violence Prevention	2016-Current	$300,000/yr.	Kelly Fischer-Violence Prevention Manager	(626) 293-2918	Kfischer@ph.lacounty.gov
LA. County Parks and Recreation - Community Outreach	2020-Current	$57,000/yr.	Freddie Zavaleta LA County Parks &Recreation Manager	(626) 233-9316	Fzavaleta@parks.lacounty.gov
In and Out Foundation-Slave To Nothing-Street Outreach to Homeless Youth	2018-Current	$12,500/yr.	Alexis Moreno	(949) 509-4094	S2NGrants@innout.com
Pete Carrol Foundation-Street Outreach and Gen. Op	2018-2019	$45,000	Kelly Creeden	(425) 203-8260	Kellyc@seahawks.com
A Better LA Foundation-Community Outreach and Supportive Services	2011-2016	$90,000	Scott Obler	(714) 235-6342	Scot.usctrojans@gmail.com

6. Business and Financial References

ICV is registered with the IRS and California Secretary of State as a tax-exempt nonprofit organization. ICV maintains its Good Standing status and is reflected as "Active". A copy of our status of Good Standing is incorporated herein.

Letters of support from our funders and other supporting entities are offered as business references.

Program Budget

Budget Item	Calculation	Requested Funds
Personnel		
Salaried Positions, Job Title		
Program Director	89,992 x .10FTE	$ 8,999
Program Coordinator	59,992 x .25FTE	$ 14,998
Case Manager	46,996 x .5FTE	$ 23,498
Community Outreach Worker	30,990 x .5FTE	$ 15,495
Community Outreach Worker	30,990 x .5FTE	$ 15,495
Interventionist	45,900 x .5FTE	$ 22,950
Salaries Total		$ 101,435
Fringe Benefits	14.5% of salaries	$ 18,909
Personnel Sub-Total		**$ 120,344**
Operations		
Supplies	$200/mth x 12 mths	$ 2,400
Equipment	2 laptops@$1,794 each	$ 3,588
Rent/Lease	$42,000 x .20	$ 8,400
Insurance	16,858 x .25	$ 4,872
Printing	$200/mth x 12mths	$ 2,400
Telephone	5 mobil cells @$70/mth x 12 mths	$ 4,320
Travel	1200miles/mth @ .65c/mile=$780x 12mths	$ 9,360
Other: (be specific)	Personal Items for homeless(tioletries, socks, tampons, etc	$ 4,472
Other: (be specific)	Emergency Assistance Funds for bills, food, ID, etc.)	$ 10,000
Operations Sub-Total		**$ 49,812**
Admin Overhead #10%		**$ 12,344**
Total Budget		**$ 182,500**

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	INNER-CITY VISIONS
File Number:	C3132751
Registration Date:	09/22/2008
Entity Type:	DOMESTIC NONPROFIT CORPORATION
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of November 18, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 19, 2021.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: YKM798Z

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at bebizfile.sos.ca.gov/certification/index.

EXHIBIT A

FALSE CLAIMS FORM

CITY OF HUNTINGTON PARK

City Hall

6550 Miles Avenue

Huntington Park, California 90255

False Claims / False Claims Act Certification

Concessionaire Services

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

FALSE CLAIMS ACT CERTIFICATION

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

I, **Alfred Lomas**, am the Executive Director of **Inner City Visions, Inc.** (hereinafter, "Consultant") in submitting a submittal to the City of Huntington Park, I hereby certify 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 as defined above.

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

Executed this **29th** day of **November 2021** at **Los Angeles, CA**

By

Alfred Lomas, Executive Director

EXHIBIT B
CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification

Concessionaire Services

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

CIVIL LITIGATION CERTIFICATION
If the Consultant has no civil litigation history to report as described above, complete the following:

I, Alfred Lomas, am the Executive Director of Inner City Visions, Inc. (hereinafter, "Consultant") in submitting a submittal to the City of Huntington Park, I hereby certify that neither Consultant nor any person who is an officer of, in a managing position with, or has an ownership interest in Consultant has not been involved in civil litigation as described, above.

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

Executed this 29th day of November 2021 at Los Angeles, CA

By

Alfred Lomas, Executive Director
1328, v. 1

COUNTY OF LOS ANGELES
Public Health

BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRE, M.S.P.H.
Chief Deputy Director

ANDREA WELSING, M.P.H.
Director
Office of Violence Prevention
1000 S. Fremont Ave., A-9 East
Alhambra, CA 91803
TEL (626) 293-2610

www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

November 17, 2021

Steve Forster
City Clerk's Office
6550 Miles Avenue
Huntington Park, CA 90255

RE: Outreach Services for Homeless Individuals

Dear Mr. Forster,

I am happy to provide this letter of support for Inner City Visions' Homeless Outreach Project. Inner City Visions (ICV) has nearly 20 years of proven capacity serving underserved, underprivileged youth and adults, and providing outreach to disenfranchised neighborhoods, throughout South Los Angeles. ICV serves at-risk, gang-affiliated, formerly incarcerated, and unsheltered youth and adults in violence-plagued, low-income communities to transition to healthy, peaceful, and productive lifestyles.

ICVs' core multicultural street outreach, and violence prevention and intervention services are designed to support community residents and eliminate the cycle of violence under-resourced communities. ICV has a proven track record of providing street outreach, and core Trauma Informed Services, Trauma Intervention and Recovery, CSEC, and Re-entry services. Since 2018, the Los Angeles County Office of Violence Prevention has funded ICV to implement Street Outreach and Community Violence Intervention Services in South Los Angeles as part of the Trauma Prevention Initiative. During the COVID-19 pandemic, ICV mobilized its peer outreach workers to provide COVID-19 safety messaging, resources, and materials to the county's hardest hit communities, including areas such as Florence Firestone, and Huntington Park. Additionally, the Los Angeles County Department of Public Parks and Recreation funded ICV to provide Safe Passage services at Roosevelt Park to address the increased rates of violence that thee area was experiencing.

Iner City Visions is an expert in reaching individuals and families, such as the unhoused, who often find it difficult to access traditional services and their commitment has been evident during the COVID-19 pandemic, when they not only adapted its existing site-based programs to new virtual/hybrid program models that responded to the needs and assets of our low-income community members, but they also set up an on-going grocery and PPE distribution.

ICV supports our hardest hit families and demonstrates long-term commitment to the communities they serve. I am confident that they have the trust of our communities as well as the capacity, experience, cultural and linguistic competency necessary to provide the services detailed in their Homeless Outreach Project. The Office of Violence Prevention is pleased to continue to partner with ICV to promote community safety and well-being. If you need additional information, please feel free to contact me.

Respectfully,

Keith A. Baker

Keith Baker, Research Analyst III, Co-Lead
Los Angeles County Department of Public Health
Office of Violence Prevention, Trauma Prevention Initiative Manager, Office of Violence

"Helping to Change Communities from Within"

November 22, 2021

Mr. Steve Forster
City Clerk's Office
6550 Miles Avenue
Huntington Park, CA 90255

RE: Inner City Visions - Outreach Services for Homeless Individuals

Dear Mr. Forster,

At the request of Alfred Lomas we are pleased to provide this letter of support for Inner City Visions' Homeless Outreach Project. Inner City Visions (ICV) has nearly 20 years of proven experience serving underserved, underprivileged youth and adults, and providing outreach to disenfranchised neighborhoods, throughout South Los Angeles. ICV serves at-risk, gang-affiliated, formerly incarcerated, and unsheltered youth and adults in violence-plagued, low-income communities to transition to healthy, peaceful, and productive lifestyles.

ICVs' core multicultural street outreach, and violence prevention and intervention services are designed to support community residents and eliminate the cycle of violence in under-resourced communities. ICV has a proven track record of providing street outreach, and core Trauma Informed Services, Trauma Intervention and Recovery, CSEC, and Re-entry services.

A Better LA has partnered with ICV for many years to support the initiatives of the organization, and looks forward to continuing our work together as they provide services to homeless individuals in Huntington Park.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Scot Obler
Board of Directors, Co-Chair

Praise Chapel Florence Community Center & Church
1750 E. Florence Ave
Los Angeles, Ca. 90001 626-483-5728
Pastors David & Frances Zubia

November 26 2021

Mr. Steve Forster
City Clerk's Office
6550 Miles Avenue
Huntington Park, CA 90255

RE: Outreach Services for Homeless Individuals

Dear Mr. Forster,

We are pleased to provide this letter of support for Inner City Visions' Homeless Outreach Project. Inner City Visions (ICV) has nearly 20 years of proven experience serving underserved, underprivileged youth and adults, and providing outreach to disenfranchised neighborhoods, throughout South Los Angeles. ICV serves at-risk, gang-affiliated, formerly incarcerated, and unsheltered youth and adults in violence-plagued, low-income communities to transition to healthy, peaceful, and productive lifestyles.

ICVs' core multicultural street outreach, and violence prevention and intervention services are designed to support community residents and eliminate the cycle of violence in under-resourced communities. ICV has a proven track record of providing street outreach, and core Trauma Informed Services, Trauma Intervention and Recovery, CSEC, and Re-entry services.

The Florence Community Center & Church has partnered with ICV for many years to provide community outreach, weekly food giveaways, including **Housing & Shelter to Homeless youth, families and systems involved adults.** We look forward to continuing our work together as they provide services to homeless individuals in Huntington Park.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

David Zubia

Senior Pastor
David Zubia

Alfred Lomas

12033 Patton Rd. Downey, Ca.90242
213.505.6125| alfredlomas@gmail.com

Work Experience

United States Marine Corps
0331 Marine Corps Infantry

- Urban warfare specialist
- Secret clearance, nuclear weapons security forces Z-M (Scotland)
- Counter Terrorism
- Physical security of ship/nuclear armament
- Squad Leader

Inner City Tours (social enterprise)
Founder

- A non-profit dedicated to creating and launching new economic models through job creation, new business development, entrepreneurial training, re-entry program and supportive services for systems involved youth in South Central and Watts

Inner City Visions
Founder and Executive Director

- A non-profit organization dedicated to gang violence reduction/conflict mediation and youth development strategies
- Implemented successful cease-fire agreements and safe passage between three of the largest and most notorious gangs in South Central and Watts
- Help young adults create stability by creating service plans, setting goals in areas of family, wellness, housing, education, employment, budgeting; offer individual & family case management
- Provide public awareness and training to schools, community members, shelters, law enforcement about human trafficking; built collaborative relationships with service providers
- A pioneer in the fight against sexual slavery including advocacy, prevention, intervention and crisis response for the commercial sexual exploitation of children (CSEC) and adult survivors of human trafficking in South Los Angeles.
- Created safe haven/spaces for children that are victims of sex trafficking in high crime areas with a high degree of success in program retention and completion rates.

Los Angeles Dream Center
Executive Director for Community Outreach & Food Truck

- Planned, coordinated, managed and participated in citizen and organization outreach programs
- Interacted with rival gang neighborhoods, community organizations and participated in meetings for the identification and solving of problems and issues
- Provided on-the-ground outreach and technical assistance to existing partners and assisted in the design and implementation of an outreach and engagement strategy
- Responsible for the supervision of staff and volunteer force of over 50 people

- Pioneered ,organized and rollout food program in 32 distribution sites in South Los Angeles and Watts reaching over 50,000 people and distributing over 200 tons of food a month primarily for low income families that live in public housing projects

Consulting

- The Advancement Project, Urban Peace Academy, L.A. County Probation, L.A. County Department of Children & Family Services (Teen Runaway Unit) U.S. State Department, ZOE International (Human Trafficking) Sempra Gas Company and Los Padrinos Juvenile Detention Center, Homeland Security (ICE)

Advising

- To Municipalities, Government Agencies, Foundations and Foreign Dignitaries

Skills

- Reputable leader and strategic developer with a successful background orchestrating start-ups as well as elevating organizational performance through skillful restructuring and problem solving
- Expert in identification, analysis and resolution of diverse problematic community outreach issues, continuously maintaining top performance while offering sound solutions
- Skilled presenter, communicator and trainer with success targeting large community groups, impacting organizational performance and reputation
- Highly focused on adhering to organizational missions and philosophy while positively impacting bottom line and daily performance through advanced leadership and implementations
- Interruption/conflict mediation. Extensive experience and a proven track record of success in violence reduction efforts with both local and transnational gangs
- Gang Intervention collaborative with Los Angeles County Sheriff's Department, Los Angeles Police Department, and Los Angeles County Supervisors Office 2nd District
- Successful and proven track record implementing inner-city community outreach programs with the ability and expertise to reach cross cultural and diverse ethnic communities
- Extensive work experience with the homeless, underprivileged and areas devastated by multi-generational gang violence and racial hatred
- Over seven years management experience in supervisory position as Director for the Los Angeles Dream Center Community outreach and humanitarian mobile food trucks

U.S. Marine Corps Awards & Recognitions

- Honor Graduate
- Letter of Accommodation
- Physical Fitness Achievement Award
- Academic Achievement Award
- Sharp Shooter (Pistol & Rifle)

Mario Portillo

Santa Clarita Ca *(661) 523-4288*

SUMMARY OF QUALIFICATIONS:

Seeking employment that will enable me to make a greater impact and healing change on our mental health and homeless population.

SKILLS & ABILITIES:

- Team Development
- Excellent Communication
- Detail Oriented
- Time Management
- Outreach
- Public Speaking

WORK EXPERIENCE:

Case Manager **01/2020 to Present.**

SRO Housing: Project Room key/Homeless

Crisis Assistance-Client Services, proficient in Clarity and Case Management. Luxe City Center Hotel Los Angeles.

Site Coordinator (Case Management Services) **06/2019 to 12/ 2019**

Advance Nursing Services Gardena, Ca.

Site Coordinator/Case Management: Duties: Crisis work services, monitoring of facility functions necessary for providing homelessness assistance.

Case Manager **07/2018 to 6/2019**

Serenity Recuperative Care, Los Angeles, Ca

Case Manager: Duties: Case Management, ODR: Offices of Diversion and Reentry in conjunction with Mental Health services, proficient in Clarity and Champ Data programs.

Case Manager **06/2016 to 06/2018**

Volunteers of America: Los Angeles, Ca.

Case Management, Court Advocacy, worked in conjunction with Mental Health Services, Providing Home Placement, Mentoring, and Crisis Intervention.

Gang Intervention Specialist **06/1993 to 06/1999**

Public Health Foundation Enterprises – Los Angeles, CA

Aztecs Rising: Gang Intervention Specialist, working with hard core troubled youth (16- to 24-year-old), case management, one on one counseling, court advocacy, home crisis intervention, education/employment placement.

Jose Hernandez

Alhambra, Ca 91803 *Jhernandez2332@gmail.com* *(323)244-3037*

SUMMARY OF QUALIFICATIONS:

Twenty years of non-profit and business management experience including organizational restructuring, development; implementing community-based programs, and leadership/staff development. Proven ability to function as a high-capacity liaison to network, develop, and strengthen professional relationships with local government, CBOs, schools, law enforcement, community members and businesses.

SKILLS & ABILITIES:

- Professional Work Ethic
- Team Development
- Excellent Communication
- Program Development
- Problem-Solving
- Detail Oriented
- Time Management
- Budget management
- Decision Making
- Creativity
- Fluent in English/Spanish
- Strong communication skills

WORK EXPERIENCE:

Director of Programs
Inner City Visions **06/2016 – Present**

- Fundraising worked closely with grant writer to bring in funding.
- Oversaw and maintain thorough files and documentation of clients.
- Administered and coordinated budget both Private and County Founding
- Training and development of team to ensure outcomes are meet within compliance
- Creation of cross referral process to increase partnerships and services throughout the community
- Part of leadership team, worked to grow organization through building program and partnerships
- Development of program and services delivery models to help expand offerings beyond Los Angeles County

Program Manager for Youth Services **10/2018 – 12/2020**
Youth Policy Institute / AYE – Los Angeles, CA

- Oversaw intake and assessment process for WIOA and Youth at Work contracts
- Oversaw and maintain thorough files and documentation of clients.
- Managed and coordinated special event planning, budget, outreach, and logistics.
- Administered and coordinated project budgets.
- Oversight of Youth Policy Institute Central Site programs
- Leverage community relationships, resources and funding that best serve the individual needs and population.
- Establish and foster relationships with community and employer partners including City/County Departments
- Team development trainings I'm multiple areas such as: Leadership, communication and Logic Models.
- Designed programs to services high risk youth and families.

Program Director **06/2014 – 10/2018**

Chapter Two Gang Intervention (GRYD) – Los Angeles, CA

- Development of intake and assessment process for High Risk Youth and Families
- Maintain thorough files and documentation of clients
- Developed policies and procedures for Case Management Services
- Managed and coordinated special event planning, budget, outreach, and logistics
- Administered and coordinated project budgets, i.e., expense records; maintained and monitored records for grants, prepared financial and/or staffing related reports as needed
- Collaborated with schools, counselors, parks & recreation, community leaders & members, parents, mental health providers, churches, food bank, private funders, volunteers among others
- Build partnerships with a charter school and mental health agency for clients to receive services at our site
- Coordinated community engagement through outreach, special event planning, linkages to services for individual needs and other day-to-day management of activities
- Team development trainings I'm multiple areas such as: Leadership, communication and Logic Models.
- Designed school-based programs to services high risk youth and families.

Director of Program **06/2012 – 06/2014**

Public Health Foundation Enterprises – Los Angeles, CA

- Development of intake and assessment process for High Risk Youth and Families
- Maintain thorough files and documentation of clients
- Developed policies and procedures for Case Management Services
- Managed and coordinated special event planning, budget, outreach and logistics.
- Administered and coordinated project budgets, i.e., expense records; maintained and monitored records for grants, prepared financial and/or staffing related reports as needed
- Collaborated with schools, counselors, parks & recreation, community leaders & members, parents, mental health providers, churches, food bank, private funders, volunteers among others
- Build partnerships with a charter school and mental health agency for clients to receive services at our site
- Coordinated community engagement through outreach, special event planning, linkages to services for individual needs and other day-to-day management of activities

CONSULTING WORK:

2010 to Present

Los Angeles, CA

- Director of Marketing for Career College Consultants
  - Branding and outreach to grow College student body
- Program Development for Multiple non-profits
  - Program Design and development to help organizations grow and meet outcomes
- Marketing and Financial Management for business and non-profits
  - Helping small business and non-profits understand and manage their financial goals
- Leadership Development and Staff Development for Multiple non-profits
  - Training on Case Management, Program Development, Communications and Leadership
- Marketing and development for Rivas and Associates
  - Networking and Development to help small business with financial needs

ITEM 10

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 7, 2021

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:

AUTHORIZATION FOR A REQUEST FOR QUALIFICATIONS (RFQ) PROCESS FOR PROFESSIONAL SERVICES RELATED TO THE ISSUANCE OF A SOLID WASTE AND RECYCLING RFP AND FRANCHISE AGREEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Qualification (RFQ) process for professional services related to the development of contracts and assistance with a request for proposal process related to a potential solid waste and recycling RFP and franchise agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CR&R is the City's current franchised refuse hauler. Per the City's contract with CR&R, they are responsible for implementing all of the requirements set forth by CalRecycle. During a third-party audit of CR&R, it was discovered that CR&R is not in compliance with the contract and is specifically putting the City at risk of not being in compliance with CalRecycle and State law.

Due to the implementation of SB1383, the landscape for how refuse is picked up and disposed of and ultimately reported to the State has become very complex. CalRecycle has posted a 150 page "Model Franchise Agreement" as a template to follow. However, should the City Council wish to proceed with a RFP process to replace the current refuse hauler, staff will need to seek assistance from a professional firm that has experience in developing the RFP and assist staff in the negotiation of the contract.

FISCAL IMPACT/FINANCING

The selected firm will conduct and provide the services in their proposal under the appropriate tasks as outlined in the RFQ. These tasks would be reimbursable upon the conclusion of the RFP process by the selected refuse hauler. directed by the City.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

STEVE FORSTER
Community Development Director

ATTACHMENT(S)

A. RFQ for professional services related to the development of contracts and assistance with a request for proposal process related to a potential solid waste and recycling RFP and franchise agreement.

ATTACHMENT "A"

November 22, 2021

Mr. Steve Forster
Community Development Director
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: - Letter of Interest: Community Development Consulting Services for the City of Huntington Park

Dear Mr. Ricardo Reyes,

Klimt Consulting, LLC is delighted to hereby submit a proposal to the City of Huntington Park Request for Proposals for the "Community Development Consulting Services". We provide an array of services such as HUD Program administration, grant writing and grant administration, and environmental outreach. Our CPD Program Administration (HOME, CDBG, CDBG-CV and HESG) experience expands to over 23 years combined with our knowledgeable staff members.

Our staff has the expertise and proficiency in CDBG, CDBG-CV and HOME to support the City of Huntington Park in providing programming services to the community and its residents.

Please feel free to contact me if you have any questions or concerns. I can be reached at 310-988-8304 or email at rferrell@klimtllc.com

Respectfully,

Renea Ferrell
President

STAFF EXPERIENCE

Our staff has worked at various local agencies throughout the Los Angeles County, Orange County and San Bernardino County area.

Local Agencies	Work Performed
City of Huntington Park	CPD Administration (one or more: CDBG, HOME, LBPHC, CDBG-CV), Sub-recipient monitoring, budgeting, IDIS, Technical Assistance, Residential Rehabilitation Program, Lead Abatement Program, Labor Compliance
City of Compton	*CPD Administration (one or more: CDBG, HOME, HESG and NSP), Sub-recipient monitoring, Budgeting, IDIS, DRGR, NSP Administration, Technical Assistance, Residential Rehabilitation Program, First Time Homebuyer Program
City of Chino	*CPD Administration(one or more: CDBG, HOME, HESG and NSP), Action Plan, CAPER, Consolidated Plan, Sub-recipient monitoring, IDIS
City of La Habra	*CPD Administration(one or more: CDBG, HOME, HESG and NSP), Action, CAPER, IDIS Technical Assistance and budgeting, Consolidated Plan and Amendment
City of Bellflower	Action Plan, *CDP Administration (one or more: CDBG, HOME, HESG and NSP), Sub-recipient monitoring, IDIS Technical Assistance
Formerly Known as the Community Redevelopment Agency of the City of Los Angeles	Façade Improvement (Rehabilitation), Business Outreach
City of Laguna Niguel	Consolidated Plan, Action Plan, CAPER, *CPD Administration (one or more: CDBG, HOME, HESG and NSP), Sub-recipient monitoring, IDIS Technical Assistance and budgeting
City of Rialto	Labor Compliance, Consolidated Plan, Action Plan
City of Santa Ana	CPD Administration (one or more: CDBG, HOME, HESG and NSP), Sub-recipient monitoring, CAPER

City of Lawndale	CPD Administration (one or more: CDBG, HOME, HESG and NSP), Residential Rehabilitation Program

Note: The work performed at these local agencies was not under Klimt Consulting, LLC. Our staff are former employees, prior consultants (from other firms) and independent contractors that have worked at the various local agencies listed above.

PROGRAM KNOWLEDGE

Community Planning and Development Administration- encompasses HUD programs which include one or more of the following programs: Community Development Block Grant (CDBG), Community Development Block Grant- Coronavirus Response (CDBG-CV), Home Investment Partnership Program (HOME), Emergency Solutions Grants (HESG) and Neighborhood Stabilization Program (NSP). CDBG activities include overseeing public services and non-public service projects such as Capital Improvement, COVID-10 Programs, Park Improvement, Code Enforcement/Building and Safety programs. We have skills in Section 3 reporting and Davis-Bacon Wage Compliance as well.

HOME Program- our staff has the knowledge and experience to administer such activities as the First Time Homebuyer Program and Residential Rehabilitation Program.

Lead Based Paint Hazard Control Program- our staff is knowledgeable of the intricate details of this program, from the selection of the lead abatement certified contractors to the lead removal process.

The Emergency Solutions Grant (HESG)- is a program our staff has previously administered (oversight) and contracted the day to day services to an eligible homeless services provider.

The Neighborhood Stabilization Program has been successfully executed with our staff members in providing Homebuyer Assistance, Rental Acquisition and Rehabilitation to qualified applicants.

Klimt Consulting, LLC staff prides themselves on their great working relationship with the local HUD representatives at the Los Angeles Office.

HUD Drawdown and Reporting Systems-

Klimt Consulting, LLC is well versed on the following systems:

Integrated Disbursement Information System (IDIS)
Disaster Recovery Grant Reporting System (DRGR)

Homeless Management Information System (HMIS)
Line of Credit Control System (LOCCS)
Healthy Homes Grant Management System (HHGMS)

EDUCATION and EXPERIENCE

*For Key Personnel- Renea Ferrell, President of Klimt Consulting, LLC

September 2017-Current | City of Huntington Park | Huntington Park, CA

Consultant-

- Assist with administration for HUD programs (CDBG and HOME)
- Oversee sub-recipients for compliance, monitoring and training
- Environmental Reviews for public service and administrative projects
- Manage IDIS drawdown setup, activity narrative and accomplishments
- Labor Compliance for Capital Improvement and other federally funded projects
- Rank Request for Proposals (RFP) and project applications
- Strategize with City Management to maximize grant funding
- Pre and Post award policy and regulation compliance
- Fiscal Management- single audit preparation for HUD programs, division budget
- Provide recommendations on proposed projects as it relates to funding availability
- Develop City-wide outreach plans and surveys for HUD Programs
- Prepare Annual Action Plan (AAP) and Consolidated Annual Performance Report (CAPER)
- Prepare City's Five-Year Consolidated Plan
- Present at City Council meetings, community meetings and public engagements (when needed)

September 2008-February 2018 | City of Compton | Compton, CA

Grants Manager- (Promotion) July 2011 to February 2018

- Develop scope of work, budgets, program polices and reporting procedures
- HUD Administrator for CDBG, HOME, ESG, NSP
- Grant Administrator for grants from Justice Assistance Grant (JAG), CalFIRE, CNRA, BSCC, LA Metro, CA State Parks
- Monitor consulting contracts and contractors
- Review award contracts and procurement procedures
- Analyze and review payments and change orders for post award compliance and timeliness
- Compile and analyze data for reporting

- Assist in oversight and review labor compliance for Capital Improvement Projects
- Monitor budgets for state and federal government grants
- Prepare, write and manage federal and state grant applications
- Prepare staff reports and recommendations
- Evaluate funding proposals
- Present recommendations to Commissions and City Council
- Supervise staff and interns
- Develop goals for Grants Division

Community Development Specialist - September 2008 to June 2011

- Prepare and write federal and state grant applications
- Prepare grant contracts for awarded Subrecipents
- Review payments and change orders for post award compliance and timeliness
- Assist in developing budgets for state and federal government grants
- Monitor milestones for contract completion
- Prepare staff reports and resolutions
- Monitor grant funded City Departments and non-profit agencies for compliance
- Examine yearly CDBG and ESG funding applications (RFPs)
- Review problems with Subrecipents
- Supervise clerical staff/interns
- Facilitate community meetings

May 2007-August 2009 Community Redevelopment Agency of the City of Los Angeles (CRA/LA) Los Angeles, CA

Project Management Intern promoted to Project Management Consultant (contract)

- Monitor and evaluate project activities, budgets and consultant activities
- Manage façade improvement projects (commercial and mixed use)
- Draft and review MOU's and various loan agreements
- Prepare Request for Proposals (RFP) and Request for Qualifications (RFQ)
- Administer development meetings and community meetings/events
- Coordinate with Agency Staff and outside contractors

August 2006-June 2007 City of Bell Gardens Bell Gardens, CA

Associate Planner

- Supervise Assistant Planner and Planning Intern on various projects
- Identify and propose revisions to the City Zoning Ordinance
- Manage cases, prepare staff reports and make presentations to the Planning Commission
- Review architectural plans for land use compliance
- Residential, commercial and industrial development field inspections
- Process applications for subdivisions, variances, conditional use permits, site plan reviews, parcel and tract maps
- Review and prepare CEQA documentation
- Develop goals for Planning Division

March 2004-August 2006 | City of Los Alamitos | Los Alamitos, CA

Assistant Planner

- Process applications for subdivisions, variances, conditional use permits, plan checks and parcel maps
- Assist in project management for Capital Improvement Projects: Residential Street Lighting and Alley Rehab
- Manage the National Pollution Discharge Elimination System (NPDES) Public Awareness Program
- Oversee budget and reimbursements for federal funded Capital Improvement Projects
- Inspect residential, commercial and industrial sites for planning compliance
- Prepare CEQA documentation
- Assist in the revision of the City Zoning Ordinance
- Prepare staff reports, resolutions for the Planning Commission
- Coordinate with other City departments, outside agencies and various community organizations

June 2002-March 2004 | City of Lawndale | Lawndale, CA

Planning Intern promoted to Housing Specialist

- Administer all CDBG projects, such as graffiti removal program, single family/multi-family residential, and senior nutrition
- Oversee Lawndale Redevelopment Agency Home Garden Grant and Repayable Loan Program
- Prepare budget reports, loan documents and CDBG funding applications
- Research law and amendments for current and proposed developments
- Prepare staff reports, resolutions and presentation cases to the Planning Commission

CERTIFICATIONS

Certified- HCV Housing Quality Standards (HQS)

Certified Occupancy Specialist (Top ranking- Score 91)

Community Development Block Grant- Course Completion Certification

Competing for Federal Grants -The Grantsmanship Center Certificate of Completion

RATES

Klimt Consulting, LLC proposes the following hourly rates as of November 2021:

President	$107.00
Senior Associate	$ 97.00
Associate	$ 87.00
Project Assistant II	$ 67.00
Project Assistant I	$ 57.00
Secretary	$ 43.00

HUD DOCUMENTS (flat rate only):

Consolidated Plan	$18,200.00 (includes 4 community meetings)
Annual Action Plan	$6,500.00 (includes 2 community meetings)
CAPER	$7,000.00
Citizen Participation Plan	$ price can be provided when needed
Analysis of Impediment	$ price can be provided when needed
Assessment of Fair Housing	$ price can be provided when needed

ADDITIONAL COSTS

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

REFERENCES

G. Harold Duffey, Former City Manager for the City of Compton

530-681-6432

Ricardo Reyes, City Manager for the City of Huntington Park

323-584-6223

ATTACHMENT I SCOPE OF SERVICES

- Assist staff in preparing all reports and notices as required by the U.S. Department of Housing and Urban Development, including but not limited to: Annual Action Plans, finalization of 5 Year Consolidated Plan and Consolidated Annual Performance and Evaluation Reports (CAPER), Citizen Participation Plan, Contractor/Subcontractor activity reports, and public notices. (Except for the Quarterly Cash on Hand Report)

- Prepare necessary administrative environmental review forms and documents for CDBG, CDBG-CV and HOME projects and activities when required as it relates to administrative activities, public service activities and First Time Homebuyer activities. (Large scale projects that require a higher level of environmental review will be recommended for outside review, due to complexity)

- During Annual Single Audit for HUD Programs, assist the City in gathering and providing requested information to support compliance with HUD requirements

- Prepare sub-recipient agreements

- Develop a monitoring plan and monitor HUD projects/programs for appropriate records maintenance, reporting, and compliance with applicable HUD programmatic monitoring requirements.

- Ensure compliance with the requirements set forth in any pending United States of Housing and Urban Development Lead Based-Paint Guidelines

- Create and maintain files for HUD (CDBG, CDBG-CV and HOME) funded projects/activities and programs required by HUD

- Set drawdown (based on request by finance department) maintain activities and narratives in the Integrated Disbursement Information System (IDIS).

- Prepare HUD required reports, notices, and documents necessary to process any City approved amendments to the Consolidated Plan and/or Annual Action Plan

- Work with City Staff and or other designated persons to review submitted funding qualifications for completeness and eligibility (income eligibility).

- Collect and submit Section 3 required information for reporting.

- Perform the public solicitation of applications for annual entitlement funding

- Create and maintain files for HUD (CDBG, CDBG-CV and HOME) funded projects/activities and programs.

- During HUD monitoring, assist the City in gathering and providing requested information to support compliance with HUD requirements.

- During Annual Single Audit for HUD Programs, assist the City in gathering and providing requested information to support compliance with HUD requirements.

- Provide training and technical assistance to all funded sub-recipients (both City Departments and Outside agencies) for CDBG

- Develop marketing strategy to encourage participation in HUD funded programs

- Provide research and analysis as requested by City, such as general consulting and advisory services.

- Attend public meetings, as needed.

- Advise regarding Labor Compliance for HUD funded projects. Labor Compliance services are charged separately based on project budget, timeline and the number of contractors/sub-contractors.

- Assist in Program Implementation of the CDBG, HOME (First Time Homebuyer Program- select recipients based on HUD eligibility and execute all necessary agreements and finance documents, and Minor Home- handle client intake and eligibility only for Minor

Home- construction and construction documents will be deferred to City Staff and or contractual service provider chosen by City)

- Ensure proper close out of projects (both files and on IDIS) once completed.

COST $196,000

PROPOSAL LETTER

(FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals for Community Development Consulting Services for the City of Huntington Park for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Community Development, City of Huntington Park, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Huntington Park ("City").

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Applicant") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Applicant.

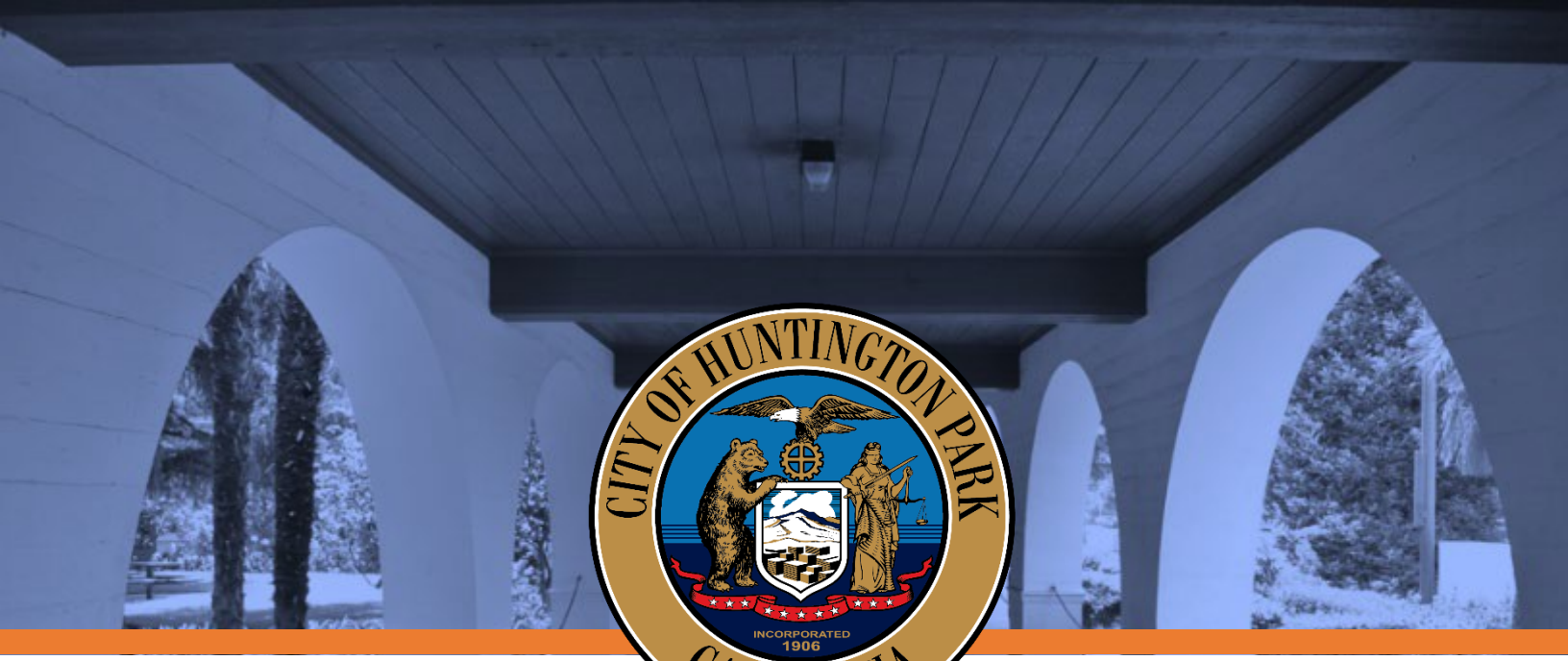
Authorized Signature for Applicant _____

Date 11/22/2021

Print/Type Name RENEE FERRER

Print/Type Applicant Name Here KLIMT CONSULTING LLC

ATTACHMENT B



CITY OF HUNTINGTON PARK

REQUEST FOR QUALIFICATIONS FOR

Professional Services for
Professional Services for Waste Management Analysis

PROPOSAL DUE DATE: January 13, 2022 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Steve Forster
323.584.6320
sforster@hpca.gov

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1. INTRODUCTION

The City of Huntington Park (City) seeks the services of a firm to provide services necessary to analyze, investigate, and advise on the procurement of a solid waste refuse provider. At the present time, the City wishes to evaluate and explore the possibility of discontinuing services with its current provider and select a new hauler to provide services. The City wishes to provide a request for proposal process that will lead to and follow the State's model franchise for solid waste haulers. The firm will evaluate the existing contract and operations of the system and propose changes to the new franchise agreement including actual cost of providing service to the community. The selected firm will work closely with City's staff members that oversee the operation of the refuse contract. The selected firm will be expected to evaluate the existing contract and subsequently provide recommendations. The City is seeking a consultant whose combination of experience and personnel will provide timely, cost effective and quality professional services to the City.

2. OVERVIEW

The City of Huntington Park currently has a contract with CR&R to provide solid waste and recycling to the residents and commercial establishments within the City. A third-party audit of the contract with CR&R has concluded that the hauler is not in compliance with refuse diversion rates established by the State and pursuant to the contract with the City. The City may seek to terminate the contract or some other remedy to remain in compliance with State law and the requirements of the contract. As such, the City is seeking a professional firm to independently analyze the current contract and start the process of soliciting a new refuse hauler. The successful consulting firm shall also have the resources to provide cost effective and timely services, which includes technical expertise of the subject matter.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services. The selected contractor will be required to have qualified individuals that have demonstrated experience within the waste industry.

experience with the waste industry.

A. Tasks –

- RFQ requirement:
  - A Letter of Introduction to include its understanding of the scope of services.
  - The firm's approach to delivering the scope of services.
  - Brief company profile and number of years the firm has been in business.
  - Location of principal office that will be responsible for the implementation of this contract.
  - Description of the professional qualifications of the personnel who will be assigned to work in the City. While the Consultant may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
  - Cost Proposal (including hourly rate) for Services.
  - Schedule of Compensation. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments.
  - Include any critical paths for timely and competent completion of all work contemplated under this RFQ.
  - Develop and maintain Project Schedule for approval based on City approval process and applicable date restrictions.
  - Conduct scoping meeting with City to discuss any deviation from initial tasks.
  - Consultant shall incorporate all federal, state, and local laws, rules, and regulations.

PROPOSAL OBJECTIVES INCLUDING BUT NOT LIMITED TO:

- Provide a detailed analysis of the existing contract:
  - Evaluation of the cost to implement SB1383 requirements
  - Evaluation of the “real” cost of service for the City’s refuse hauler.
  - Assist in the preparation of a RFQ for soliciting a refuse hauler agreement.
  - Assist in the preparation of an exclusive refuse franchise agreement .

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFQ requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFQ (10%) – The ability of the consultant to comply with all instructions set forth under this RFQ as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.
    - Cost – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and sub-consultant costs) for the performance of Tasks, inclusive of its proposed not-to-exceed sum. The proposed compensation structure for all Additional As-Needed Tasks and Services. The proposers planned strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFQ.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

> **I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.**

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFQ. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFQ on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFQ on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFQ along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 1-page brief description of the consultants approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

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

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFQ and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal (Attachment 4) shall be delivered in a separate sealed envelope which is plainly marked on the outside **"Professional Services for Waste Management Analysis"** and addressed to the location in item No. 12. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFQ

All questions regarding this RFQ must be submitted via email:

Steve Forster, Interim Director of Community Development

E-mail: sforster@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, December 9, 2021**. In response to all questions received by this date, City will post an Addendum or Responses to the Questions on the City's website on or before **5:00 PM, December 22, 2021**. Responses to the Questions will be emailed to every individual that has downloaded the RFQ directly from the City's website.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, January 13, 2022** to:

City of Huntington Park – City Clerk's Office
Attn: Steve Forster, Interim Director of Community Development
6550 Miles Avenue
Huntington Park, CA 90255

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFQ PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFQ
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES
ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT
ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFQ ISSUED	December 9, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	December 22, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	December 29, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	January 13, 2022
TENTATIVE CITY COUNCIL AWARD DATE	January 18, 2022
APPROXIMATE NOTICE TO PROCEED DATE	January 20, 2022

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

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

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

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE OCNSULTING SERVICES TO BE PERFORMED].

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

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

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

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

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

I.
ENGAGEMENT TERMS

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

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

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

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

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

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

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

II.
PERFORMANCE OF AGREEMENT

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

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

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTs and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

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

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

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

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

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

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-stat corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable 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.

I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

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

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

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

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

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

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

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

b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTs and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, **and SUB**CONSULTANT. 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. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

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

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

IV.
INSURANCE

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

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

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

C. Workers' Compensation Insurance/ Employer's Liability Insurance: 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.

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

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

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

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

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

4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTs or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, 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.

V.
INDEMNIFICATION

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

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

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

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

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

5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims 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 CONSULTANT's subCONSULTANTs or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

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

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

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

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

In addition to any other 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 of 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.

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

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

VII.
MISCELLANEOUS PROVISIONS

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

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

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

7.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.22 MISCELLANEOUS:

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

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

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

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

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

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

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

7.26 FORCE MAJEURE: A party's performance of 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:_____
[REP FOR CITY]
[TITLE]

[NAME OF CONSULTANT]

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:
By:_____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS

Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
  - **$1,000,000** per occurrence and **$2,000,000** general aggregate;
  - **$2,000,000** per occurrence and **$4,000,000** general aggregate; or
  - Other: _____

  for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than **$1,000,000** per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)

- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. (Note – required only if vendor has employees)

  Special Events serving/selling alcohol must also include **Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

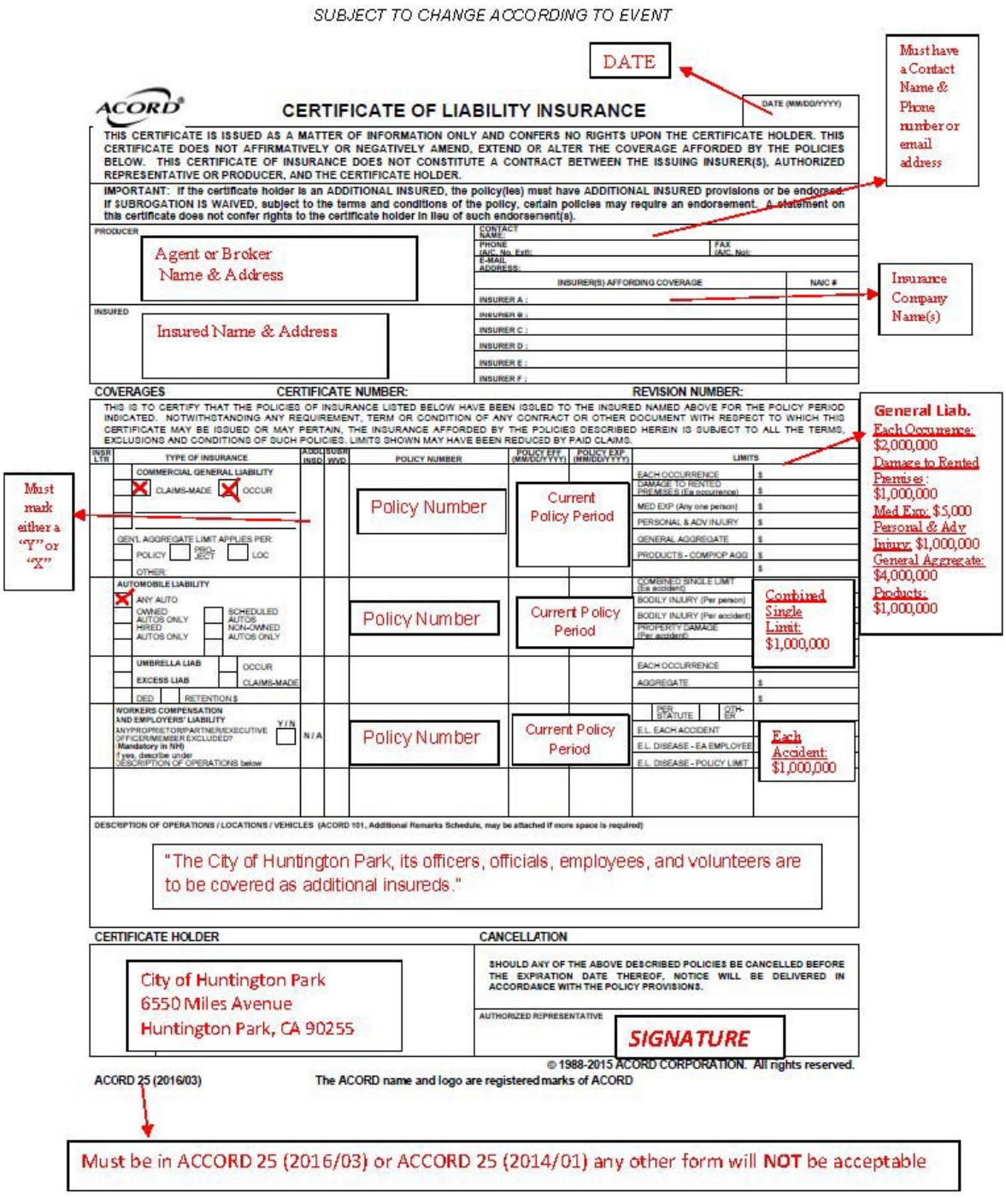
- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM CERTIFICATE OF LIABILITY.


SUBJECT TO CHANGE ACCORDING TO EVENT
DATE
Must have a Contact Name & Phone number or email address
CERTIFICATE OF LIABILITY INSURANCE
DATE (MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
PRODUCER
Agent or Broker Name & Address
CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE
NAIC #
Insurance Company Name(s)
INSURER A :
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :
INSURED
Insured Name & Address
COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
General Liab.
Each Occurrence: $2,000,000
Damage to Rented Premises: $1,000,000
Med Exp: $5,000
Personal & Adv Injury: $1,000,000
General Aggregate: $4,000,000
Products: $1,000,000
INSR LTR
TYPE OF INSURANCE
ADDL INSD
SUBR WVD
POLICY NUMBER
POLICY EFF (MM/DD/YYYY)
POLICY EXP (MM/DD/YYYY)
LIMITS
Must mark either a "Y" or "X"
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE
OCCUR
GEN'L AGGREGATE LIMIT APPLIES PER:
POLICY
PRO-JECT
LOC
OTHER:
Policy Number
Current Policy Period
EACH OCCURRENCE
DAMAGE TO RENTED PREMISES (Ea occurrence)
MED EXP (Any one person)
PERSONAL & ADV INJURY
GENERAL AGGREGATE
PRODUCTS - COMP/OP AGG
AUTOMOBILE LIABILITY
ANY AUTO
OWNED AUTOS ONLY
HIRED AUTOS ONLY
SCHEDULED AUTOS
NON-OWNED AUTOS ONLY
Policy Number
Current Policy Period
COMBINED SINGLE LIMIT (Ea accident)
BODILY INJURY (Per person)
BODILY INJURY (Per accident)
PROPERTY DAMAGE (Per accident)
Combined Single Limit: $1,000,000
UMBRELLA LIAB
EXCESS LIAB
OCCUR
CLAIMS-MADE
DED
RETENTION $
EACH OCCURRENCE
AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below
Y / N
N / A
PER STATUTE
OTH-ER
E.L. EACH ACCIDENT
E.L. DISEASE - EA EMPLOYEE
E.L. DISEASE - POLICY LIMIT
Policy Number
Current Policy Period
Each Accident: $1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."
CERTIFICATE HOLDER
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
SIGNATURE
© 1988-2015 ACORD CORPORATION. All rights reserved.
ACORD 25 (2016/03)
The ACORD name and logo are registered marks of ACORD
Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 12 04 13 © Insurance Services Office, Inc., 2012 **Page 1 of 1**

ITEM NO. 11

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 7, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE COMMUNITY DEVELOPMENT COMPLIANCE SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) with an option of two, one-year extensions to provide compliance services as it relates to Community Development for CDBG and housing programs, to the sole responsive and responsible proposer, Klimt Consulting LLC for a not-to-exceed amount of $196,000;

2. Authorize the City Manager to execute the PSA.

BACKGROUND

The City of Huntington Park has historically utilized technical consultant staff to perform the day to day operations of the City's CDBG programs, First Time Home Buyer/Residential Rehabilitation programs, Lead Based Paint Hazardous program, Emergency Solutions Grants, HUD Grants and others.

City staff issued an RFP on October 25, 2021 soliciting proposals for qualified firms interested in providing professional management services related to the implementation of Community Development Block Grant (CDBG) entitlement programs and other programs funded by the U.S. Department of Housing and Urban Development (HUD) or other agencies issuing funds for Community Development.
City Clerk's Office published the Request for Proposal (RFP) in the local newspaper of general circulation and Community Development posted the RFP on the City's website and other forms of electronic media. The RFP provided the guidance expected of professional firms that perform similar type(s) of work.

The City solicited proposals from qualified firms and the date to submit proposals was November 22, 2021. The City received one proposal.

Staff reviewed Klimt Consulting's proposal and found it to be responsive and properly responsible in the requirements of the RFP. Based on the proposal evaluated, it is staff's recommendation to award the professional services agreement to Klimt Consulting LLC.

FISCAL IMPACT

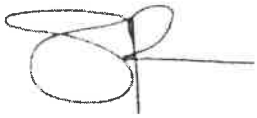
The City receives $175,000 in CDBG from Federal funding. The consultant time is directly billable from the funds received. In addition, a budgeted position has been approved by the Council in the fiscal year 2021/22 for a Project Manager Staff position that will assume the day to day oversite of the housing and CDBG funding. This contract will be based on specific task orders in the future as needed to accommodate any overflow of work that will require this level of support service.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,

RICARDO REYES
City Manager



STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S):

1. Draft Professional Services Agreement for Klimt Consulting LLC
2. Klimt proposal

ITEM NO. 12

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 7, 2021

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:

AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR PROFESSIONAL SERVICES RELATED TO PRELIMINARY ARCHITECTURAL SERVICES FOR THE SALT LAKE PARK RECREATION BUILDING

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Proposal (RFP) process for professional services related to the development of preliminary plans and estimate for the Salt Lake Park Recreation Building.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recreation building located adjacent to Florence Avenue in Salt Lake Park was constructed decades ago. Over the last few decades the building has undergone minor modifications to keep up with the recreational demands of the City. However, many elements such as the mechanical, electrical, plumbing, ADA compliance and structural elements have been extended well past their viable life span.

In order to be competitive in soliciting grant funds, a preliminary plan and cost estimate by a licensed architect will be needed. The RFP will solicit firms known for working with municipal agencies who understand current recreational requirements. The selected firm will be tasked with developing a preliminary plan for modernizing the building to current standards and preparing a detailed cost estimate. This plan and estimate can then be utilized to articulately convey to a grantor the scope of the request for possible funding.

FISCAL IMPACT/FINANCING

The selected firm will conduct and provide the services in their proposal under the appropriate tasks as outlined in the RFP. These tasks would be paid upon the conclusion of the contract by the selected architect from the City's general fund.

CONCLUSION

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

Respectfully submitted,

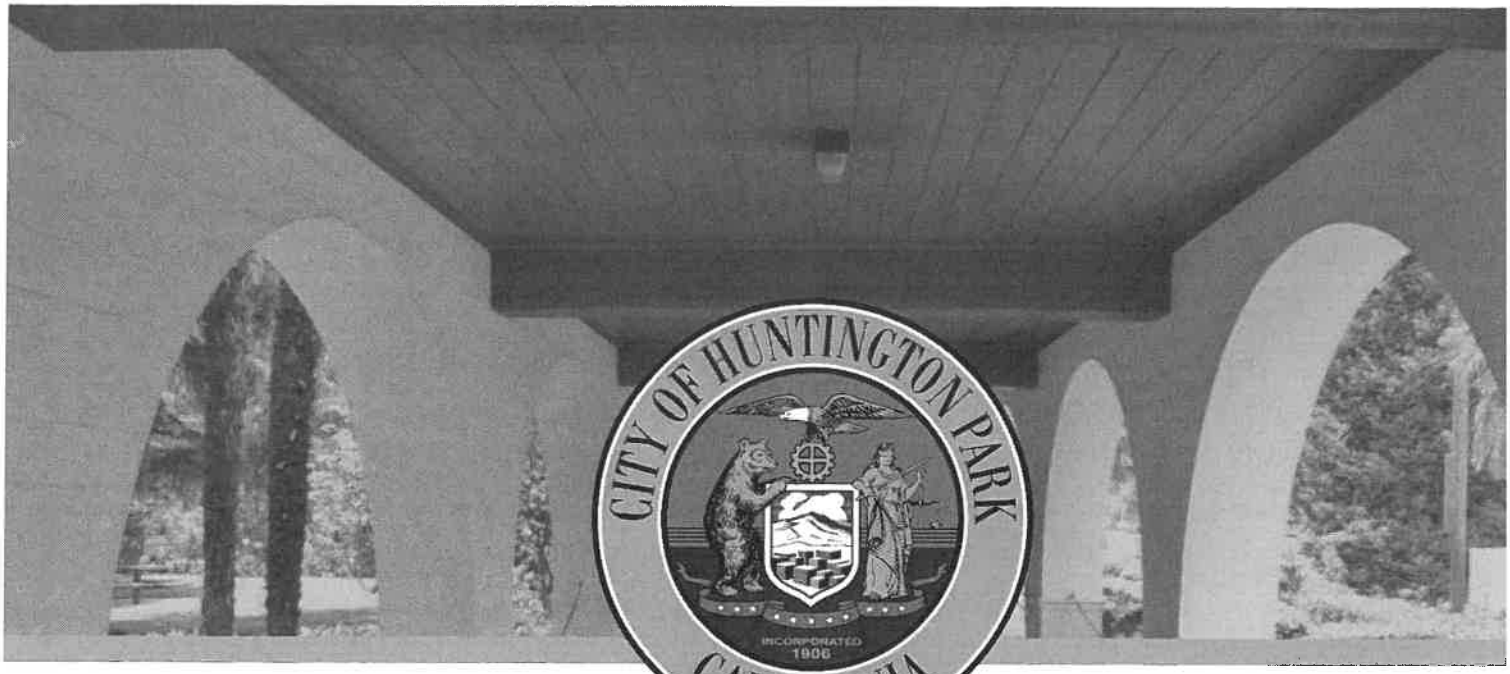
RICARDO REYES
City Manager

STEVE FORSTER
Community Development Director

ATTACHMENT(S)

1. RFP for professional services related to the development of preliminary plans and estimate for the Salt Lake Park Recreation Building.

ATTACHMENT "A"

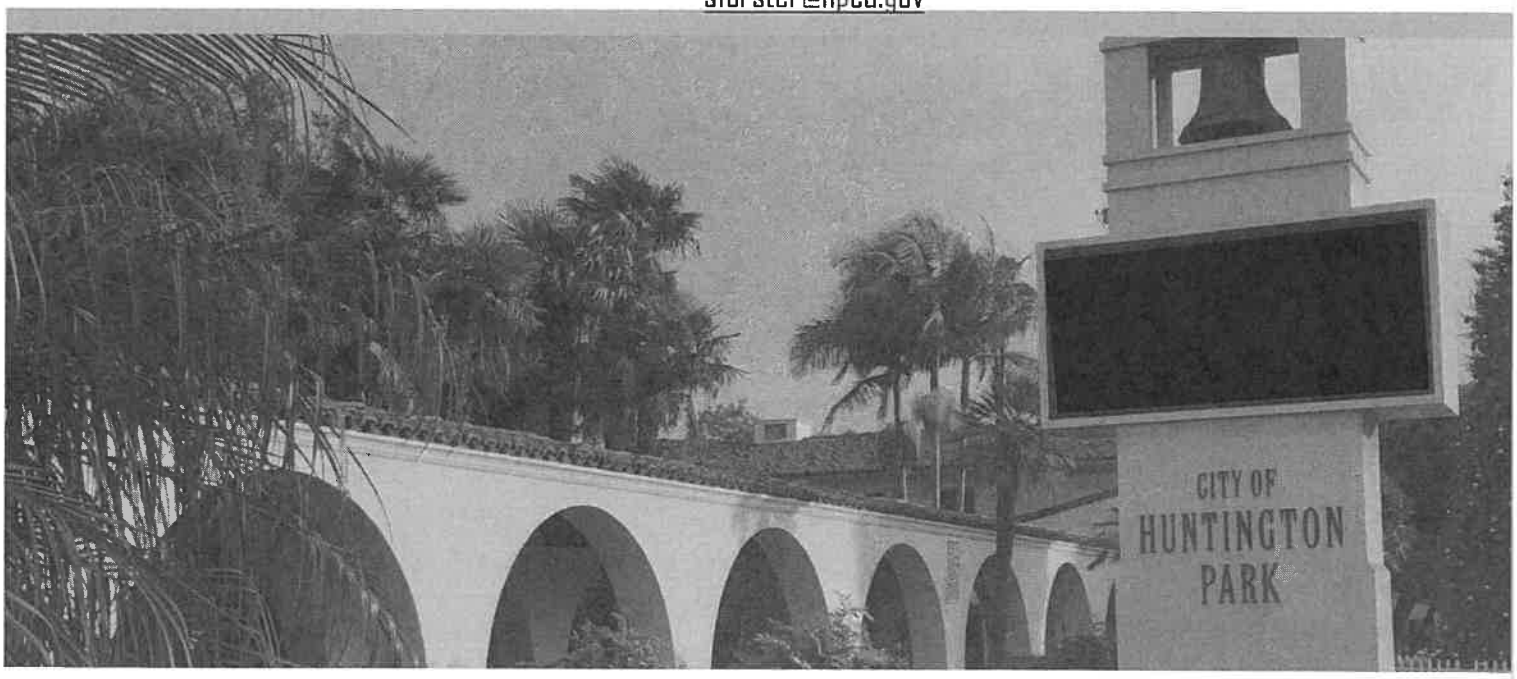


CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSALS FOR
Professional Services for
Professional Services for Preliminary Architectural Services

PROPOSAL DUE DATE: January 13, 2022 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Steve Forster
323.584.6320
sforster@hpca.gov



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1. INTRODUCTION

The City of Huntington Park (City) seeks the services of an architectural firm to provide services to analyze, investigate, produce preliminary plans and cost estimates on a preliminary plan to remodel the recreational recreation center at Salt Lake Park in the City of Huntington Park. At the present time, the City wishes to evaluate and explore the possibility of remodeling the existing building and to prepare preliminary plans and estimate for the purpose of applying for grant funding opportunities for future improvements. The current facility is in excess of 50 years old and has experienced minor modifications over the years. Due to ware and extended use of the facility the mechanical, electrical and plumbing (MEP) have become outdated and no longer viable to operate and maintain. The interior improvements are to be conducive of recreational activities both passive and athletic in nature. The selected firm will work closely with Cities staff members that oversee the operation and maintenance of the existing facility. The selected firm will be expected to evaluate the buildings infrastructure and provide recommendations for improvements. In addition, the selected consultant will prepare a cost estimate associated with the recommended improvements. The City is seeking a consultant whose combination of experience and personnel will provide timely, cost effective and quality professional services to the City.

2. OVERVIEW

The City of Huntington Park currently has evaluated the recreational facility located at Salt Lake Park in the City of Huntington Park. A preliminary analysis has concluded that the MEP and interior modifications are passed their normal life span. Additionally, the facility may have contaminates, such as asbestos and lead that will need to be evaluated for removal. The purpose of the preliminary architectural function will be to provide a third-party analysis of the facility with a preliminary floor plan that would indicate modifications and further articulate possible locations of contaminated materials. The plan would also be accompanying by a cost estimate for the proposed improvements. The successful consulting firm shall also have the resources to provide cost effective and timely services, which includes technical expertise of the subject matter.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services. The selected contractor will be required to have qualified individuals that have demonstrated experience within the Municipal Architectural industry.

experience with the waste industry.

A. Tasks –

- RFP requirement:
  - A Letter of Introduction to include its understanding of the scope of services.
  - The firm's approach to delivering the scope of services.
  - Brief company profile and number of years the firm has been in business.
  - Location of principal office that will be responsible for the implementation of this contract.
  - Description of the professional qualifications of the personnel who will be assigned to work in the City. While the Consultant may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
  - Cost Proposal (including hourly rate) for Services.
  - Schedule of Compensation. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory progress and the submission of requests for payments.
  - Include any critical paths for timely and competent completion of all work contemplated under this RFP.
  - Develop and maintain Project Schedule for approval based on City approval process and applicable date restrictions.
  - Conduct scoping meeting with City to discuss any deviation from initial tasks.
  - Consultant shall incorporate all federal, state, and local laws, rules, and regulations.

PROPOSAL OBJECTIVES INCLUDING BUT NOT LIMITED TO:

- Evaluation of the existing building.
- Evaluation of the "real" cost of suggested improvements.
- Preparation of a preliminary architectural floor plan.
- Evaluation of possible locations of contamination.
- Itemized list of improvements.

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.
    - Cost – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and sub-consultant costs) for the performance of Tasks, inclusive of its proposed not-to-exceed sum. The proposed compensation structure for all Additional As-Needed Tasks and Services. The proposers planned strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFP.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

> **I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.**

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 1-page brief description of the consultants approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

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

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal (Attachment 4) shall be delivered in a separate sealed envelope which is plainly marked on the outside **"Professional Services for Preliminary Architectural Services"** and addressed to the location in item No. 12. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: sforster@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, December 9, 2021**. In response to all questions received by this date, City will post an Addendum or Responses to the Questions on the City's website on or before **5:00 PM, December 22, 2021**. Responses to the Questions will be emailed to every individual that has downloaded the RFP directly from the City's website.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, January 13, 2022** to:

City of Huntington Park – City Clerk's Office
Attn: Steve Forster, Interim Director of Community Development
6550 Miles Avenue
Huntington Park, CA 90255

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES
ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT
ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	December 9, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	December 22, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	December 29, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	January 13, 2022
TENTATIVE CITY COUNCIL AWARD DATE	January 18, 2022
APPROXIMATE NOTICE TO PROCEED DATE	January 20, 2022

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

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

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

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE OCNSULTING SERVICES TO BE PERFORMED].

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

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

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

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

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

I.
ENGAGEMENT TERMS

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

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

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

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

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

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

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

II.
PERFORMANCE OF AGREEMENT

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

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

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTs and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

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

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

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

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

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

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-stat corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable 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.

I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

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

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

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

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

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

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

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

b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTs and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, **and SUB**CONSULTANT. 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. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

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

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

IV.
INSURANCE

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

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

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

C. Workers' Compensation Insurance/ Employer's Liability Insurance: 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.

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

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

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

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

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

4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTs or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, 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.

V.
INDEMNIFICATION

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

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

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

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

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

5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims 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 CONSULTANT's subCONSULTANTs or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

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

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

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

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

In addition to any other 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 of 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.

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

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

VII.
MISCELLANEOUS PROVISIONS

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

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

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

CONSULTANT:
[NAME AND ADDRESS]

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

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

7.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.22 MISCELLANEOUS:

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

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

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

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

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

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

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

7.26 FORCE MAJEURE: A party's performance of 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:_____
[REP FOR CITY]
[TITLE]

[NAME OF CONSULTANT]

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:
By:_____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS

Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
  - **$1,000,000** per occurrence and **$2,000,000** general aggregate;
  - **$2,000,000** per occurrence and **$4,000,000** general aggregate; or
  - Other: _____

  for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than **$1,000,000** per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)

- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. (Note – required only if vendor has employees)

  Special Events serving/selling alcohol must also include **Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

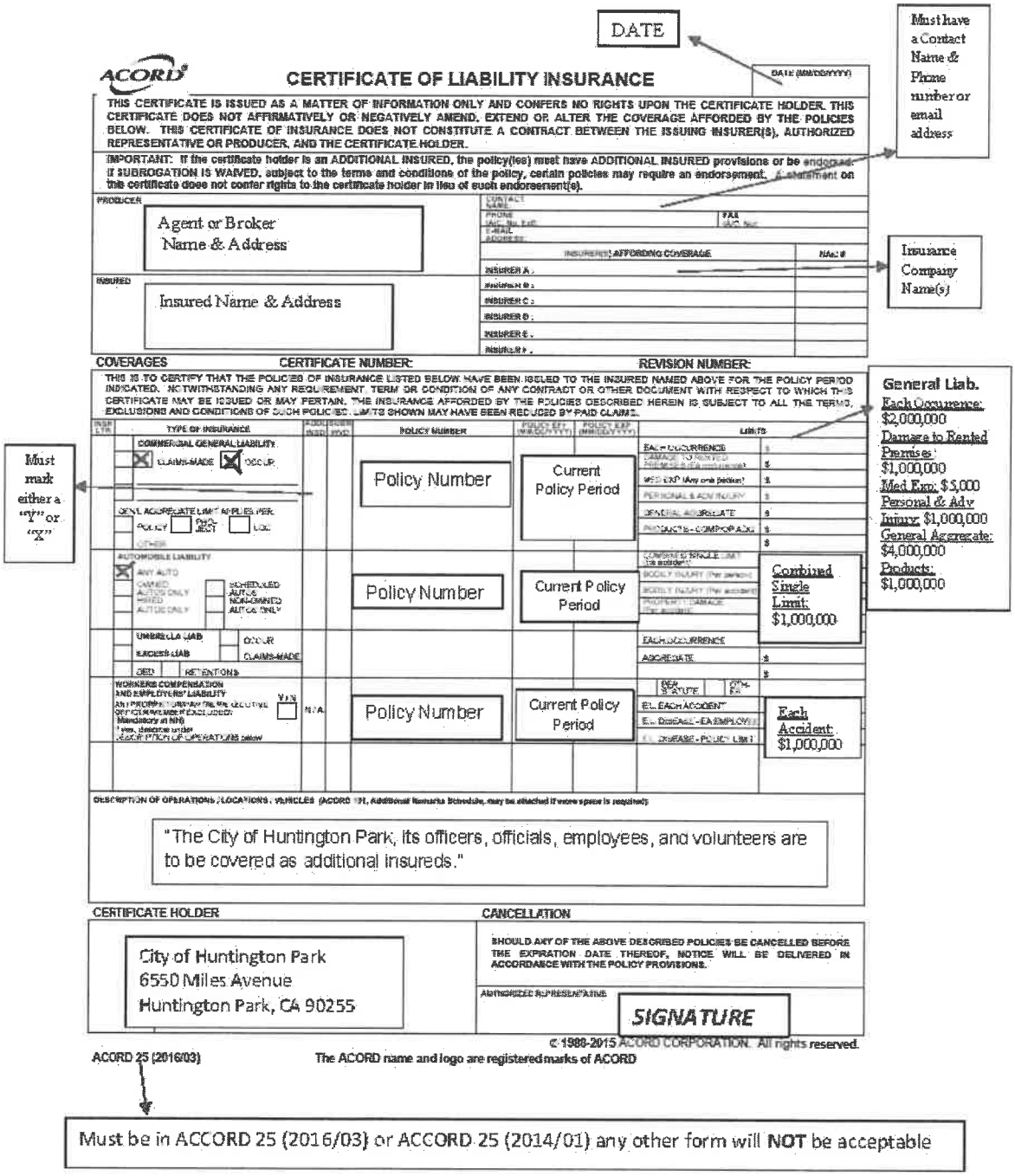
Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM CERTIFICATE OF LIABILITY.

SUBJECT TO CHANGE ACCORDING TO EVENT



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivison shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

ITEM NO. 13

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 7, 2021

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 PROVIDE A ONE (1) YEAR CONTRACT EXTENSION TO INFRASTRUCTURE ENGINEERS INC. FOR PROFESSIONAL ENGINEERING AND BUILDING AND SAFETY SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize a one (1) year extension for professional engineering and building and safety services with Infrastructure Engineers Inc.;

2. Authorize the City Manager to execute the extension agreement.

BACKGROUND

In 2017, the City Council authorized a four (4) year agreement with Infrastructure Engineers Inc. (I.E.) to provide professional engineering services and building and safety services. The agreement was set to take place commencing on January 1, 2018 and concluding on December 31, 2021. The City Council authorized language in the contract to allow for two (2) one (1) year contract extension options at the discretion of the City Council the City Council.

The City is in receipt of a letter by infrastructure Engineers Inc. requesting a one (1) year extension as provided for in the contract. Infrastructure Engineers Inc. has performed competently over the course of the last four years. The I.E. staff is relied upon for technical engineering services that are a necessity of the City's daily operation including such key positions as the Building official and City Engineer. The primary function of I.E. staff is as a staff augmentation service that can be expanded or contracted based on the needs of the City. In turn, this reduces the overall impact to staffing needs and thus keeps the cost of services lower for the City.

FISCAL IMPACT

The City Council has approved the fiscal year 2021/22 budget that accounts for the services provided by Infrastructure Engineers Inc. No additional increases have been requested in the contract.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,

RICARDO REYES
City Manager

STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S):

1. Letter requesting contract extension from Infrastructure Engineers Inc.

INFRASTRUCTURE
ENGINEERS

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

October 13, 2021

Mr. Ricardo Reyes
City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

RE: Professional Services Agreement for Engineering and Building & Safety Services – 1st Contract Extension

Dear Mr. Reyes:

On behalf of Infrastructure Engineers, I would like to extend our appreciation for the opportunity to provide professional engineering and building & safety services (Professional Services) to the City of Huntington Park and the community. As a courtesy reminder, our Professional Services Agreement (Agreement) for Professional Services has been in place since January 1, 2018 and is ending on January 1, 2022.

With this letter, we are kindly requesting approval of a one-year extension of our Agreement in accordance with Section 4 (the Term) of the Agreement which, if granted would make the extension effective January 1, 2022 through December 31, 2022.

Infrastructure Engineers would be honored to continue providing Professional Services to the City of Huntington Park, and we look forward to receiving confirmation from the City that would allow us that opportunity. With respect and appreciation.

Sincerely,

Sid J. Mousavi
Chief Executive Officer

SM/om

ITEM NO. 14

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

December 7, 2021

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:

AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR THE PURPOSE OF INITIATING A SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Proposal (RFP) process for the purpose of initiating a solid waste and recycling franchise agreement from qualified waste haulers.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CR&R is the City's current franchised refuse hauler. Per the City's contract with CR&R, they are responsible for implementing all of the requirements set forth by CalRecycle. During a third-party audit of CR&R, it was discovered that CR&R is not in compliance with the contract and is specifically putting the City at risk of not being in compliance with CalRecycle and State law. CR&R's current contract is due to expire June 30, 2025.

Due to the implementation of SB1383, the landscape for how refuse is picked up and disposed of and ultimately reported to the State has become very complex. CalRecycle has posted a 150 page "Model Franchise Agreement" as a template to follow. An RFP process is the vehicle by which the City can solicit proposals based on the requirements of the "Model Franchise Agreement" to ensure a responsible and responsive proposer is afforded the opportunity to provide a cost for refuse services exclusively within the City of Huntington Park.

FISCAL IMPACT/FINANCING

The selected firm will conduct and provide the services in their proposal under the appropriate tasks as outlined in the RFP and model Franchise Agreement. Actual financial impacts are unknown at this time to the general fund. However, based on the final negotiated terms of the agreement, there would be no negative impacts born by the general fund.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

STEVE FORSTER
Community Development Director

ATTACHMENT(S)

A. RFP and Model Franchise Agreement for professional services related to the collection, recycling and disposal of the City's refuse.

ATTACHMENT "A"

CITY OF HUNTINGTON PARK
NOTICE INVITING REQUEST FOR PROPOSALS (RFP)
FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES

SUBMIT 4 SIGNED COPIES OF COMPLETED PROPOSAL

TO:

City of Huntington Park, City Hall
6550 Miles Avenue
Huntington Park, CA 90255
Attention: City Clerk, City of Huntington Park
DEADLINE TO SUBMIT:
Tuesday May 1, 2022
BY 3:00 P.M. Pacific Standard Time (PST)

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SECTION 1 INTRODUCTION

OVERVIEW

The City of Huntington Park (the "City") is requesting proposals from responsible and qualified solid waste companies to provide solid waste collection, transportation, recycling, disposals, and collection of revenues dedicated to the City pursuant to the Utility Users Tax ("UUT").

All proposers need to be capable of beginning service on or about 9/1/2022 and so represent and warrant.

The existing contract with CR&R is an exclusive Franchise Agreement. The new provider will pay a collection fee commensurate with fees associated with doing business in the City. The current contract identified that cost as ten (10) percent of the annual gross revenues of the provider. This is a negotiable item within your bid. The terms and conditions of the new Collection Agreement are negotiable, including the term of the agreement.

Proposers should be prepared to address a variety of important City issues, including but not limited to (1) company processes for any prospective rate increases; (2) transparency and independent verifiable support for any rate increases based on tipping fees, CPI or costs; (3) independent annual audits by a third party; (4) itemization of bills for residential and commercial customers; (5) innovative approaches to stability of service by vendor coupled with flexibility of the City to cure disputes or remedy customer issues, without the need for an "evergreen" clause; (6) trustworthy practices regarding collection and remittance of the UUT pursuant to Huntington Park Municipal Code; (7) simplification of contract language; and (8) compliance with AB 939 and reliability of exceeding state diversion requirements.

All bids shall be submitted according to the Schedule contained herein.

Communications with the City shall be carefully controlled and designed to maximize transparency and integrity. Any violations, as identified herein, may cause disqualification of a proposal.

A City Review Team shall review all submitted bids and score those bids. No contact by any proposer, directly or indirectly, will be allowed. Any such contact shall result in the disqualification of a proposer and their proposal.

The first determination by the City Review Team will be whether the proposer is a responsible and qualified bidder capable of meeting the obligations of the agreement. The City reserves the right to accept or reject any one or more items of a proposal, or to waive any technical irregularities or informalities in the proposals. Ultimately the City Review Team will make a recommendation to the Mayor and City Council, who will select the most cost effective and qualified vendor to provide services to the citizens and commercial interests of Huntington Park.

SECTION 2 SUBMISSION OF PROPOSALS

All proposals shall be submitted no later than 3 PM on May 1, 2022. Failure to submit your proposal by this date and time shall result in disqualification. All proposers shall provide four (4) written copies, and a flash drive, of their complete proposal in a sealed package delivered to:

City Clerk
City of Huntington Park, Huntington Park City Hall
6550 Miles Avenue., Huntington Park, CA. 90255

The package shall be addressed as to the City Clerk, entitled "Proposal for Solid Waste RFP" and be labeled "Confidential". All submissions shall include (1) name of proposer; (2) address and other contact information of proposer; (3) contact person and their email address; and (4) signed declaration by officer of the entity attached hereto as Exhibit A.

The City assumes no responsibility for any costs incurred by an individual/Contractor in the preparation and/or presentation of a Proposal in response to this request. To be considered, Respondents must submit a complete Proposal in accordance with the requirements contained in **Section 3** of this request. Proposals must be signed by the individual or an officer of the Contractor authorized to bind the Contractor to its provisions. All Proposals, associated costs and agreements shall be considered valid and binding on the individual/Contractor for a period of sixty (60) days after the Proposal due date.

Once submitted, bids cannot be changed or altered without the City's written consent. City reserves all rights to disqualify or reject any or all proposals and is not liable for any costs incurred by proposers. The City reserves the further right to negotiate with the last two remaining bidders regarding the terms and conditions of the bid and the contract in order to secure more favorable terms for the City, its residents, and commercial customers.

Proposer accepts and acknowledges that all submissions shall become part of the public record and will be disclosed publicly. However, during the RFP process some or all of the information submitted may be exempt from disclosure pursuant to the California Public Records Act, and in no instance shall any of the information submitted be shared with any other bidder until the final selection is made by the City.

PROCUREMENT SCHEDULE

December 21, 2021	RFP Available
May 1, 2022	Proposals due by 3 p.m.
May 2022	Evaluation process
June 2022	Council Consideration
September 2022	Start of Service

CONTACT WITH CITY DURING RFP PROCESS

All communications shall be in writing via email, by the bidder's Contact Person only, and addressed to Steve Forster at **sforster@hpca.gov**. All questions that can be answered will be answered and subsequently disseminated to all bidders simultaneously in writing.

SECTION 3 PROPOSAL REQUIREMENTS

1. Company Structure
    a. Legal name and type of entity to be delivering service (if corporate guarantor please identify and provide following documents as well);
    b. Length of time entity has been doing business;
    c. Names of all shareholders with 5% or more of company equity or stock;
    d. Names of all officers;
    e. Corporate headquarters;
    f. Annual revenues of entity for the past five years, with suitable documentation;
    g. Most recent financial statement (audited, reviewed, or compiled);
    h. Total number of employees;
    i. Names of all lobbyists or local government/public relations persons;
    j. Names of all former City of Huntington Park personnel currently in entity's employ, including offers of employment.

2. Proposed Huntington Park Structure
    a. Number of total personnel to be assigned to service the City;
    b. Names of all lobbyists or local government/public relations persons to be assigned to service the City;
    c. Names of all entity personnel responsible for calculating and or submitting any proposed rate increases;
    d. Names of all entity personnel responsible for collection and remittance of UUT;
    e. Number of trucks and bins proposed for residential and commercial customers in the City;
    f. Days proposed for collection of waste from residential and commercial;
    g. Names of all entity personnel responsible for diversion pursuant to AB 939 in the City;
    h. Location of company yard from which trucks will be dispatched.

3. Company Experience
    a. All current jurisdictions in which entity is providing waste disposal service;
    b. All former jurisdictions in which the entity provided comparable service, period of service, and reason(s) for leaving;
    c. Contact information for municipal persons responsible for administering contracts for jurisdictions identified in items a. and b.;
    d. Identification of all itemized billing samples in any jurisdictions identified in items a. and b.;
    e. All annual diversion percentages pursuant to AB 939 for all jurisdictions identified in items a. and b.;
        i. If failure to reach 50% in any given year please provide a short explanation.
    f. Any specific diversion plan that will achieve 60% or better proposed for the City;
    g. Any experience collecting or remitting local taxes comparable to the UUT;
        i. Please identify all jurisdictions and contact information of tax officials therein responsible for administering or receiving the taxes.
    h. All rate increase requests, on an annual basis, over the past ten (10); years for jurisdictions identified in items a. and b.;
    i. All written complaints from jurisdictions identified in items a. and b.;

j. All prior jurisdictions in which entity implemented service in a comparable timeline as called for in this RFP.

4. All Litigation, Past or Pending
    a. Civil litigation involving the entity over the past twenty (20) years for any reason either as plaintiff or defendant, or a subsidiary or parent company.
        i. Please include the jurisdiction, case number, date of litigation and opposing party or parties.
    b. Criminal investigation, filing or prosecution by local, state, or federal officials of any crime, misdemeanor or felony, against the entity, any officer of the entity, any owner of 5% or more of equity in the entity, any lobbyists or government/public relations personnel over the past twenty (20) years.
        i. Please include the jurisdiction, case number, date of investigation, filing or prosecution, investigating or prosecuting agency and name of individual or entity.

5. Identification of all long-term access agreements with disposal and processing facilities for Municipal solid waste and recycling proposed for use with this Agreement
    a. Including price per ton for disposal (shall provide independent verification from facility);
    b. Any preexisting relationship between proposer and facility, including but not limited to parent-subsidiary.

6. Performance/Surety bond
    a. In the amount of $1,000,000, to be provided at the time of contract execution.

7. Proposed Rates
    a. Provide calculations for the following proposed first year rates categories:
        1. Residential Cart Service;
        2. Bin & Commercial Cart Service;
        3. Roll-off Box & temporary Bin Service;
        4. Summary of Estimated First-Year Rate Revenue for items 1-3.
        5. Full-time rover for pickup of bulky items.

8. Proposed Costs and
    a. Provide calculations/information for first year costs and operating data:
        1. Projected revenue requirements, including but not limited to operational, landfill, transfer, and recycling facilities costs.

9. Proposed Route Information
    a. Projected routes and route hours.

10. Proposed Diversion plan
    a. Tonnage diversion plan, including percentage of tonnage diverted, facilities to be utilized and cost of such implementation.
11. Compliance with all SB 1383 related State Mandates.

SECTION 4 IMPORTANT CITY DATA

Huntington Park is centrally located in southeast Los Angeles County situated along the Los Angeles River and adjacent to or near the cities of Vernon, Bell, Huntington Park, Bell Gardens and Commerce. Two major arterials, Atlantic Boulevard and Slauson Avenue, are major transportation corridors which bisect the City and bring considerable movement of goods and people through the City. The size of its city limits is approximately 1.178 miles square. According to the latest U.S. census figures Huntington Park has 6,732 total housing units and 1,942 companies, with a population total of 27,395. Of the housing stock, approximately 56% are detached dwellings with another approximately 30% described as apartments.

For additional information, specific to waste collection in the City of Huntington Park please refer to the Appendix, Tables 1, 2 and 3. These tables provide data on tonnage (commercial, residential and roll off), gross receipts and City fees, and CalRecycle tonnage data. Importantly, the information contained therein was received from the current provider, and the City does not warrant or represent the accuracy or integrity of the data submitted by a third party as the numbers have not been independently verified. The City reasonably assumes that each proposer will conduct its own due diligence and financial and operational evaluation prior to submitting a bid for the City contract. As such each proposer assumes all risks associated with their proposal.

SECTION 5 RESIDENTIAL/COMMERCIAL SERVICE REQUIREMENTS

CITY SERVICES

City services will be provided at no cost to the City, including all solid waste, recyclables, and green waste for any facilities, or activities, associated with the City. Included herein are any special City events or neighborhood cleanup events, including recycling. The City will identify the events for the vendor and provide thirty (30) days written notice prior to the event. At no time will the annual events referenced herein exceed ten (10).

RESIDENTIAL SERVICES

Standard residential service for single family customers shall include solid waste, green waste, and recycling and shall be automated. All collections should be once a week and on the same day. If not, please explain why it is either not feasible or not recommended.

Vendor is also expected to provide "walk-out service" for those citizens who are physically unable to move their carts to the point of collection, at no additional charge. Vendor is expected to identify these individuals.

For multi-family dwellings, such as apartments, vendor shall collect bins at least once a week. All items collected shall be processed to maximize the recyclable content for diversion purposes.

Vendor is expected to collect all bulky items not amenable to cart collection that will be collected within three (3) hours of a call from a residential customer, at no additional charge and provide full-time services for pickup M-F. This includes Christmas tree service for two weeks after December 25 of each year. Other items required for collection include medical waste, including sharps, e-waste, and household hazardous waste.

COMMERCIAL SERVICES

Vendor shall collect all solid waste in bins at least once a week, regardless of the size of the bin. Any temporary bin services for solid waste within the City shall be the exclusive province of the vendor. All items collected shall be processed to maximize the recyclable content for diversion purposes.

SB 1383

Vendor shall provide services for the collection and diversion of organic waste for those customers that generate the levels of such waste by state law. The City recommends that the vendor propose an organics recovery program that is compliant with SB 1383 requirements.

UTILITY USERS TAX ("UUT")

The City passed an ordinance in 1992 that established the UUT and then in 2004 amended the ordinance to change the tax rates for residential and commercial customers from five (5) percent to four (4)and seven (7) percent respectively. Huntington Park's Municipal Code requires collection of the UUT by the vendor to be remitted to the City on a monthly basis. Further, all monies collected and remitted shall be accounted for in writing.

SECTION 6 BASIC QUALIFICATIONS FOR PROPOSAL

Failure to provide any of the following information, or if providing failure of the information to meet the minimum eligibility criteria, will be disqualified from consideration. The City maintains the sole discretion to determine whether any proposer meets the eligibility. Proposers should expect the City to verify any information, including but not limited to these basic qualifications.

Basic Qualifications:

1. Sufficient annual company revenues demonstrating financial stability and capability to service the City of Huntington Park's residential and commercial customers;
2. Prior municipal experience of at least a city, or public entity, comparable in size to Huntington Park;
3. Demonstrated long term diversion success (exceeding 50% diversion) in other jurisdictions pursuant to AB 939;
4. Commitment and ability to commence services to Huntington Park on September 1, 2021;
5. Capacity and willingness to itemize all customer billings;
6. Capacity and willingness to provide annual independent financial audits;
7. Capacity and willingness to produce independent documentation for all requests for rate increases;
8. Capacity and willingness to collect and remit the UUT on a monthly basis.
9. Provide and implement an approved SB 1383 program pursuant to the CalRecycle model franchise agreement.

SECTION 7 EVALUATIVE DYNAMICS

The City is in need of a vendor which can deliver effective and efficient services at a low cost to its citizens and commercial interests, with some special services factored into the contractual agreement. Cost is extremely important to a community that is historically blue collar with longtime home ownership.

Significant recent events have placed a premium on the collection and remittance of significant annual sums from the UUT. A company's ability to collect and remit honestly and with significant ongoing documentation is critical to the City.

Further, the City has placed a renewed emphasis on the review and analysis by City staff and the City Council of all future requests for rate increases to ensure that the justification for such increases is independently verifiable. A company that can and will provide such clarity and third-party documentation is mission critical. The City has no tolerance for cost based increases, but does recognize CPI and tipping fee justifications.

The previous Collection Agreement was a significant impediment to a clear understanding of some rights and obligations contained therein. Simplification and clarity in this prospective document is critical as well. Financial language that allows for independent audits of the performance by the vendor, at no cost to the City, is important. "Truth in billing", itemization of all fees and costs billed to the citizen and commercial customers, will be mandatory and therefore any experience with this type of billing is essential.

Any additional proposal process that will ensure transparency, integrity and honest financial interactions between the City, the vendor, the citizens and commercial interests in the City, is encouraged and will be reviewed. Specificity regarding the implementation of any suggested procedure is appreciated.

EXHIBIT A

Declaration of Officer Most Knowledgeable on the Company's Proposal for the City of Huntington Park's RFP for Solid Waste Collection

1. If called as a witness in any proceeding I could and would competently testify to all facts within my personal knowledge. I sign and provide this declaration in support of my company's proposal for the solid waste collection RFP for the City of Huntington Park.
2. I am an officer in the company that is submitting a proposal for the Huntington Park RFP.
3. The information submitted by my company in our proposal is true and correct to the best of my knowledge.
4. The provider of services are identified in our proposal and there are no other subcontractors, associated firms, individuals, or other like service providers that are not named in the proposal that may provide service to the City of Huntington Park on the waste disposal contract.
5. No member of our company, representative, agent, or other affiliation has entered into an agreement to either encourage or prevent any entity or individual from submitting a proposal for the Huntington Park waste disposal RFP.
6. No member of our company, representative, agent, or other affiliation has colluded with others, entities or individuals, to subvert or interfere with the fair, open and honest bidding process created and administered by the City of Huntington Park for the waste disposal RFP.
7. No member of our company, representative, agent, or other affiliation has hired any current City official or consultant to render any assistance in the award of the waste disposal RFP for Huntington Park.
8. No member of our company, representative, agent, or other affiliation has provided anything of value to any City of Huntington Park elected or appointed official, or City consultant in any attempt to secure the award of the waste disposal RFP for Huntington Park.

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

Executed on this_____day of_____, 2022, at_____.

_____
Signature of Officer

_____
Printed name of Officer

_____
Title of Office

EXHIBIT A

CITY OF HUNTINGTON PARK

MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES

RATES WITHOUT AB 939 FEE

EFFECTIVE JULY 1, 2021

RESIDENTIAL CART SERVICE	
SERVICE CATEGORY	**MONTHLY RATE**
Standard Residential, per month	$ 15.96
Senior Rate (20% reduction), per month	$ 12.79
Additional Refuse Cart, per cart, per month	$ 6.26
Additional Recycle Cart, no charge	$ -
Additional Green Waste Cart	$ 1.14
Walk-out Service for Disabled Customers, no charge	$ -
Walk-out Service for Other Customers, per month	$ 32.27
Each Bulky Item in Excess of four per pickup, per item	$ 26.89
Additional pickup, per cart	$ 54.27

COMMERCIAL SERVICE							
MONTHLY BIN RATES							
CONTAINER SIZE / TYPE	**PICKUPS PER WEEK**						
	1X	**2X**	**3X**	**4X**	**5X**	**6X**	**7X**
Outside of District 1 - Refuse							
96-gallon Cart	$ 61.38	$ 91.22	$ 122.51	$ 153.78	$ 183.78	$ 238.51	$ 358.42
1-Yard Bin	$ 135.55	$ 140.78	$ 159.01	$ 177.25	$ 208.53	$ 331.04	$ 591.71
1.5-Yard Bin	$ 135.21	$ 248.41	$ 309.76	$ 388.44	$ 457.61	$ 563.71	$ 670.47
2-Yard Bin	$ 159.74	$ 270.38	$ 332.66	$ 414.36	$ 517.38	$ 620.12	$ 729.38
2-Yard Compactor	$ 351.34	$ 594.67	$ 731.66	$ 911.36	$ 1,137.93	$ 1,363.91	$ 1,604.22
3-Yard Bin	$ 183.58	$ 294.51	$ 359.98	$ 449.96	$ 556.25	$ 671.84	$ 787.45
3-Yard Compactor	$ 391.00	$ 586.51	$ 781.99	$ 977.49	$ 1,172.99	$ 1,368.48	$ 1,629.15
4-Yard Bin	$ 208.27	$ 316.33	$ 389.27	$ 485.87	$ 598.67	$ 720.40	$ 842.18
4-Yard Compactor	$ 521.33	$ 716.82	$ 977.49	$ 1,172.99	$ 1,368.45	$ 1,498.81	$ 1,726.88
6-Yard Bin	$ 279.20	$ 394.19	$ 594.55	$ 775.24	$ 954.75	$ 1,134.31	$ 1,313.91
Outside of District 1 Recycling Service							
96-gallon Cart	$ 30.69	$ 45.61	$ 61.26	$ 76.89	$ 91.89	$ 119.26	$ 179.21
1-Yard Bin	$ 67.78	$ 70.39	$ 79.51	$ 88.63	$ 104.27	$ 165.52	$ 295.86
1.5-Yard Bin	$ 67.61	$ 124.21	$ 154.88	$ 194.22	$ 228.81	$ 281.86	$ 335.24
2-Yard Bin	$ 79.87	$ 135.19	$ 166.33	$ 207.18	$ 258.69	$ 310.06	$ 364.69
3-Yard Bin	$ 91.79	$ 147.26	$ 179.99	$ 224.98	$ 278.13	$ 335.92	$ 393.73
3-Yard Compactor	$ 195.50	$ 293.26	$ 391.00	$ 488.75	$ 586.50	$ 684.24	$ 814.58
4-Yard Bin	$ 104.14	$ 158.17	$ 194.64	$ 242.94	$ 299.34	$ 360.20	$ 421.09
4-Yard Compactor	$ 260.67	$ 358.41	$ 488.75	$ 586.50	$ 684.23	$ 749.41	$ 863.44
6-Yard Bin	$ 139.60	$ 197.10	$ 297.28	$ 387.62	$ 477.38	$ 567.16	$ 656.96

EXHIBIT A

CITY OF HUNTINGTON PARK

MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES

RATES WITHOUT AB 939 FEE

District 1 - Refuse							
96-gallon Cart	$ 61.38	$ 99.05	$ 129.04	$ 160.29	$ 190.29	$ 245.02	$ 384.48
1-Yard Bin	$ 138.92	$ 153.78	$ 172.05	$ 190.29	$ 226.78	$ 349.29	$ 609.95
1.5-Yard Bin	$ 137.86	$ 254.15	$ 318.01	$ 388.39	$ 456.18	$ 566.93	$ 716.82
2-Yard Bin	$ 166.79	$ 253.76	$ 332.66	$ 423.58	$ 514.80	$ 619.07	$ 768.94
2-Yard Compactor	$ 396.89	$ 603.87	$ 791.60	$ 1,007.98	$ 1,225.06	$ 1,473.19	$ 1,829.82
3-Yard Bin	$ 207.53	$ 267.71	$ 293.88	$ 351.11	$ 416.28	$ 510.25	$ 604.22
3-Yard Compactor	$ 456.18	$ 651.66	$ 847.15	$ 1,042.66	$ 1,238.16	$ 1,433.65	$ 1,759.49
4-Yard Compactor	$ 586.51	$ 781.99	$ 1,042.66	$ 1,238.16	$ 1,433.65	$ 1,563.98	$ 1,687.80
District 1 Recycling Service							
96-gallon Cart	$ 30.69	$ 49.53	$ 64.52	$ 80.15	$ 95.15	$ 122.51	$ 192.24
1-Yard Bin	$ 69.46	$ 76.89	$ 86.03	$ 95.15	$ 113.39	$ 174.65	$ 304.98
1.5-Yard Bin	$ 68.93	$ 127.08	$ 159.01	$ 194.20	$ 228.09	$ 283.47	$ 358.41
2-Yard Bin	$ 83.40	$ 126.88	$ 166.33	$ 211.79	$ 257.40	$ 309.54	$ 384.47
3-Yard Bin	$ 103.77	$ 133.86	$ 146.94	$ 175.56	$ 208.14	$ 255.13	$ 302.11
3-Yard Compactor	$ 228.09	$ 325.83	$ 423.58	$ 521.33	$ 619.08	$ 716.83	$ 879.75
4-Yard Compactor	$ 293.26	$ 391.00	$ 521.33	$ 619.08	$ 716.83	$ 781.99	$ 843.90
City Wide							
Locking Bin Service	$ 4.93	$ 4.93	$ 4.93	$ 4.93	$ 4.93	$ 4.93	$ 4.93
65-Gallon Organic Cart	$ 36.14	$ 72.29	$ 108.44	$ 144.56	$ 180.71	$ 216.86	$ 253.00

ADDITIONAL COMMERCIAL SERVICE	**MONTHLY RATE**
Multi-Family with Bin Service, 96-Gallon Green Waste - 1X a Week	$ 18.07
Extra Refuse Bin Pickups (Standard and Compactor)	
96 gallon cart	$ 54.27
1 to 3 yard bin	$ 58.89
4 yard bin	$ 68.74
6 yard bin	$ 98.18
Bin Cleaning or Exchange, beyond 1 per year	$ 58.08
Restart Fee	$ 58.08
Bulky Item Pickup, fee per item	$ 32.27
Temporary Bin Service	
3-Yard CUB (delivery, dump, 7-day rental)	$ 141.99
Each Additional Day After Rental Period	$ 9.04

EXHIBIT A

CITY OF HUNTINGTON PARK

MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES

RATES WITHOUT AB 939 FEE

ROLLOFF BOX SERVICES	
SERVICE CATEGORY	**RATE**
Pull Rates (includes 6 tons processing/disposal, delivery, 7-day rental)	
Standard, 40 cubic yard	$ 638.94
Lowboy, 10 cubic yard	$ 638.94
Compactor (all sizes)	$ 638.94
Per Ton Over 6 tons	$ 72.29
Each Additional Day After Rental Period	$ 12.91
Roll off Box Trip Charge (dry run, relocation)	$ 103.26

HUNTINGTON PARK RATES EFFECTIVE SEPT 1, 2021

ALL RATES SUBJECT TO 2.3% AB939 Fee

RESIDENTIAL CART SERVICES

SET INCLUDES TRASH/RECYCLE/GREENWASTE

	Monthly
65GL TRASH	15.96
90GL TRASH	15.96
ADDT'L TRASH	5.66

COMMERCIAL CART SERVICES

	1x	2x	3x	4x	5x	6x	7x	Xtra
90GL TRASH	61.38	91.22	122.51	153.78	183.78	238.51	358.42	

COMMERCIAL TRASH SERVICES

	1x	2x	3x	4x	5x	6x	7x	Xtra
1YD TRASH	135.55	140.78	159.01	177.25	208.53	331.04	591.71	58.89
1YD LOCKING TRASH	140.48	145.71	163.94	182.18	213.46	335.97	596.64	58.89
1.5YD TRASH	135.21	248.41	309.76	388.44	457.61	563.71	670.47	58.89
1.5YD LOCKING TRASH	140.14	253.34	314.69	393.37	462.54	568.64	675.40	58.89
2YD TRASH	159.74	270.38	332.66	414.36	517.38	620.12	729.38	58.89
2YD LOCKING TRASH	164.67	275.31	337.59	419.29	522.31	625.05	734.31	58.89
3YD TRASH	183.58	294.51	359.98	449.96	556.25	671.84	787.45	58.89
3YD LOCKING TRASH	188.51	299.44	364.91	454.89	561.18	676.77	792.38	58.89
3YD TRASH COMPACTOR	391.00	586.51	781.99	977.49	1,172.99	1,368.48	1,629.15	58.89
4YD TRASH	208.27	316.33	389.27	485.87	598.67	720.40	842.18	68.74
4YD LOCKING TRASH	213.20	321.26	394.20	490.80	603.60	725.33	847.11	68.74
4YD TRASH COMPACTOR	521.33	716.82	977.49	1,172.99	1,368.45	1,498.81	1,726.88	68.74
6YD TRASH	279.20	394.19	594.55	775.24	954.75	1,134.31	1,313.91	98.18
6YD LOCKING TRASH	284.13	399.12	599.48	780.17	959.68	1,139.24	1,318.84	98.18

COMMERCIAL RECYCLE SERVICES

	1x	2x	3x	4x	5x	6x	7x	Xtra
90GL RECYCLE	30.69							
2YD RECYCLE	79.87	135.19	166.33	207.18	258.69	310.06		58.89
2YD LOCKING RECYCLE	84.80	140.12	171.26	212.11	263.62	314.99		58.89
3YD RECYCLE	91.79	147.26	179.99	224.98	278.13	335.92		58.89
3YD LOCKING RECYCLE	96.72	152.19	184.92	229.91	283.06	340.85		58.89
4YD RECYCLE	104.14	158.17	194.64	242.94	299.34	360.20		68.74
4YD LOCKING RECYCLE	109.07	163.10	199.57	247.87	304.27	365.13		68.74
6YD RECYCLE	139.60	197.10	297.28	387.62	477.38	567.16		98.18
6YD LOCKING RECYCLE	144.53	202.03	302.21	392.55	482.31	572.09		98.18

All Areas

COMMERCIAL GREENWASTE SERVICES

	1x	2x	3x	4x	5x	6x	7x	Xtra
90GL GRNWASTE	18.07							

COMMERCIAL FOODWASTE SERVICES

	1x	2x	3x	4x	5x	6x	7x	Xtra
64GL FOODWASTE	36.14	72.29	108.44					

ATTACHMENT “B”

CalRecycle
SB 1383 Implementation Tools

Model Franchise Agreement

DATE
Revised 1/25/2021

Prepared by
HF&H Consultants, LLC

DISCLAIMER

This Model Tool is for informational and example purposes only. It should not merely be duplicated without consideration of an individual Jurisdiction's particular needs or circumstances. It is not intended to cover each and every situation, nor can it anticipate specific needs. In developing this Model Tool, CalRecycle and its consultant (HF&H Consultants) have attempted to ensure that the language herein aligns with the SB 1383 regulations; however, in the event of any conflict, the language in the regulations shall prevail over language in the Model Tool and determination of regulatory intent and interpretation should be appropriately guided by the regulatory language and the official rulemaking record of which this Model Tool is not a component. CalRecycle and its consultant make no representation that use of this Model Tool will ensure compliance with regulatory requirements. This Model Tool does not constitute legal advice. Jurisdictions are encouraged to seek legal counsel appropriate to their particular circumstances regarding compliance with regulatory requirements.

ACKNOWLEDGEMENTS

This Model Franchise Agreement was prepared in partnership with CalRecycle and HF&H Consultants, with review and input from a Resource Group of experts in a variety of fields and geographic areas of the state. We would like to thank key members of the CalRecycle team and Resource Group members who contributed to this Model Franchise Agreement as follows:

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MODEL FRANCHISE AGREEMENT
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GUIDANCE ON THE MODEL FRANCHISE AGREEMENT

The California Department of Resources Recycling and Recovery (CalRecycle) oversees a variety of programs and policy initiatives to reduce the amount of solid waste sent to landfills and promote recycling in California, including organic waste recycling under SB 1383. SB 1383, as enacted in 2017 (Lara, Chapter 395, Statutes of 2016), establishes statewide targets to reduce the statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. For the purposes of this document, "SB 1383 regulations" or "SB 1383 regulatory" requirements refer to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of Title 14, Division 7 of the California Code of Regulations (CCR) and amended portions of regulations of Title 14 CCR and Title 27 CCR. The SB 1383 regulations set forth a variety of programmatic and policy-related requirements for jurisdictions, generators, and other entities to support the statewide goals of SB 1383.

To support jurisdictions and other regulated entities with implementing programs and policies to reach compliance with SB 1383 regulations, CalRecycle offers four Model Implementation Tools including a Model Franchise Agreement, Model Mandatory Organic Waste Disposal Reduction Ordinance, Model Recovered Organic Waste Product Procurement Policy, and Model Food Recovery Agreement. These tools are available for jurisdictions to use and customize to meet their unique needs. This document presents the Model Franchise Agreement.

INTRODUCTION

This Guidance Document supports the use of the Model Franchise Agreement (Model). The Model was created recognizing that many jurisdictions throughout the State will need to amend their existing franchise agreement(s) or develop new franchise agreement(s) to implement and maintain programs to comply with SB 1383 regulatory requirements. Through their franchise agreements and hauler-provided services, jurisdictions can address many SB 1383 regulatory requirements related to collection, processing, collection containers, contamination monitoring, education, reporting, and more. The Model Franchise Agreement has been developed to provide an easy-to-use and highly customizable template for creating a new franchise agreement with SB 1383 regulatory provisions or as a source of contract provisions related to SB 1383 regulations for amending an existing franchise agreement. The guidance provided herein highlights important considerations to keep in mind when using the Model, customization strategies to adapt the Model to fit jurisdictions' unique conditions, and includes tips and a list of additional resources.

Note: SB 1383 regulations do not dictate that jurisdictions use franchise agreement(s) to require hauler compliance with SB 1383 regulatory requirements and standards. Jurisdictions may use other enforceable mechanisms, such as hauler contracts, permits, or license systems in lieu of franchise agreements.

IMPORTANT CONSIDERATIONS

- **New Agreement or Amendment of Existing Agreement.** The Model is designed to be highly customizable for jurisdictions, providing numerous options to address a range of program and policy choices as further described on the following pages. It can be used by jurisdictions drafting new agreements and those amending existing agreements. For new franchise agreements, the Model Franchise Agreement may be used as a starting point, noting however that it does not contain example language for all provisions in a typical franchise agreement. For amendments to existing agreement(s), example provisions in the Model can be integrated into the jurisdiction's existing agreement.

- **SB 1383 Regulatory Requirements**. Each jurisdiction is responsible for understanding and achieving compliance with SB 1383 regulations. Use of the Model Franchise Agreement does not exempt a jurisdiction from complying with all SB 1383 regulatory requirements. The Model Agreement includes example provisions that support compliance with some, but not all SB 1383 regulatory requirements. It is advised that jurisdictions thoroughly review the SB 1383 regulations and take necessary actions to ensure full compliance.

  In instances where language from the SB 1383 regulatory text is incorporated into the Model Franchise Agreement, the language is shown in blue font. The SB 1383 regulation-specific content in blue font follows closely with SB 1383 regulatory language; however, in many cases, the wording of SB 1383 regulatory requirements was adapted to fit the context of the Model Agreement, conform with defined terms, or be framed with sufficient detail for the Model Agreement. Additional information on SB 1383 regulations is imbedded in many of the guidance notes.

  Black font identifies language that is not specific to SB 1383 regulations. In most cases, it has been included to provide the context to understand how SB 1383-related regulatory provisions can be integrated into a franchise agreement. In other cases, it presents example contract language to provide the framework of a typical franchise agreement and general guidance notes indicate that it is example language that is not required by SB 1383 regulations.

- **Involve Legal Counsel**. Any agreement that results from use of the Model shall not be considered to have undergone legal counsel review. Each jurisdiction is responsible for involving its legal counsel to perform legal review and approval processes typically required by the jurisdiction for approval of such agreements.

- **Engage with Contractor(s)**. When amending an existing franchise agreement(s), it is advised that the amendment process involves engagement with the involved contractor(s) and negotiation of final terms and conditions suitable for all parties. This process will include the hauler(s) and may include transfer and processing contractor(s), when those services are handled through separate contract(s).

- **Example Language Only**. The provisions in the Model Franchise Agreement are examples only. Jurisdictions are not required to use this language nor include similar provisions in its franchise agreement(s). All language should be considered in the context of the jurisdictions' unique conditions and its contractor relationship(s).

CUSTOMIZATION CONSIDERATIONS

The Model Franchise Agreement is designed to be customizable for a diverse range of jurisdictions, while providing flexibility for each jurisdiction using the Model to reflect their needs. For example, the Model includes a range of options for collection programs (three-, three-plus-, two-, and one-container programs; split carts; uncontainerized collection; etc.) and multiple options for contamination monitoring, education, processing, and more.

Each jurisdiction will want to capture its local systems and unique approach to the franchise programs and services. As such, jurisdictions are advised to consider the following general items when crafting their franchise agreement. More specific guidance is included in the Model.

1. GUIDANCE AND OPTION NOTES

Guidance notes are integrated into the Model Franchise Agreement to explain how specific sections and provisions of the Model can be customized for a jurisdiction's needs. General guidance notes are highlighted green. Notes in blue identify various options or areas where specific information is to be inserted or selected.

The Model Agreement addresses common variations of programs and service options; however, addressing all jurisdictional scenarios was not practical. Given this, some jurisdictions may need to customize some sections of the Model to reflect their conditions by drawing on example provisions in the Model as a starting point.

2. STANDARD COMPLIANCE OR PERFORMANCE-BASED COMPLIANCE APPROACH

The terms "Standard Compliance Approach" and "Performance-Based Compliance Approach" are used throughout the guidance and customization notes in the Model Agreement. In several places in the Model, different language is provided for each compliance approach and clearly noted. These definitions do not need to be included in the jurisdiction's franchise agreement.

For the purpose of the Model, "Standard Compliance Approach" means the method for complying with the SB 1383 regulations through implementation of a collection system pursuant to 14 CCR, Division 7, Chapter 12, Article 3, and all associated program and policy requirements. Generally, all provisions in the SB 1383 regulations, other than 14 CCR, Division 7, Chapter 12, Article 17, apply to the Standard-Compliance Approach, unless the Performance-Based Compliance Approach is specifically referenced.

For the purpose of the Model, "Performance-Based Compliance Approach" means the method for complying with the SB 1383 regulations through implementation of a collection system, programs, and policies in accordance with 14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements.

The compliance approach chosen by a jurisdiction will affect the provisions and structure of a jurisdiction's franchise agreement. Some sections in the Model Franchise Agreement are specific to jurisdictions using the Standard Compliance Approach and Performance-Based Compliance Approach and are labeled accordingly. Jurisdictions should use only the sections relevant to their compliance approach, and delete the other sections. If section labeling does not identify either of these approaches, the section is applicable to jurisdictions using either type of approach.

3. TYPE OF JURISDICTION

Some SB 1383 regulatory requirements differ based on the type of jurisdiction contracting for franchise services (e.g., city, county, regional agency). Jurisdictions should choose the customization options that best match the requirements of their jurisdiction type. Franchise provisions that differ based on the jurisdiction type will be identified in the embedded guidance notes of the Model Agreement. Note that the Model Agreement does not address the full framework a regional agency or special district will need to capture for its relationship with its member agencies. These types of provisions can be pulled from the regional agency or special district's existing franchise agreement, if applicable, and added to the Model. For jurisdictions with agreements limited to a specific service area or material types, the Model will need to be amended to address those circumstances.

4. WAIVERS AND EXEMPTIONS

SB 1383 regulations allow jurisdictions to grant waivers to some generators for de minimis volumes, physical space limitations, and less-than-weekly collection frequency. SB 1383 regulations provide for CalRecycle to grant waivers and exemptions to jurisdictions for compliance with some SB 1383 requirements when the jurisdictions meet low-population, rural area, or high-elevation criteria. Jurisdictions are advised to review the relevant sections of the SB 1383 regulations (14 CCR Sections 18984.11 and 18984.12) to understand which waivers and exemptions may be available; decide whether opportunities for waivers should be included in their program; and select the customization options in the Model for the applicable waivers.

While waivers for low-population areas and high-elevation areas waive some SB 1383 regulatory requirements for generators and jurisdictions, AB 341 and AB 1826

requirements apply for jurisdictions and for multi-family and commercial generators that are covered by AB 341 and AB 1826 and located in these areas. As a result, jurisdictions with these waivers may need to amend their agreement to require their contractor to provide collection services, as needed, to align with the jurisdiction's AB 341 commercial recycling program and AB 1826 organic waste recycling programs.

These waivers and exemptions affect provisions of a jurisdiction's franchise agreements, and are addressed in the Model with guidance notes about when the waivers and exemptions are applicable and to be included in a jurisdiction's franchise agreement.

Note that provisions relating to exemptions for rural jurisdictions have not been included in the Model Agreement. If a jurisdiction qualifies for and is granted a rural exemption by CalRecycle, it is not required to implement a three-, two-, or one-container collection system compliant with SB 1383 organic waste collection regulations (14 CCR Division 7, Chapter 12, Article 3). The exemption shall be valid until December 31, 2026, or until five (5) years after the date CalRecycle makes a determination that the statewide disposal of organic waste has not been reduced to 50 percent (50%) of the level of disposal during the 2014 calendar year, whichever is later. Therefore, a new or updated franchise agreement for SB 1383 regulatory requirements for collection may not be necessary until the exemption is no longer valid. A jurisdiction with a rural waiver may choose to include some elements of the Model Agreement, such as requiring hauler education of commercial edible food generators on food recovery requirements, which the rural jurisdiction will still be required to do.

5. COLLECTION, PROCESSING, AND DISPOSAL

The manner in which a jurisdiction contracts for collection, processing, and disposal services will impact the necessary provisions of the franchise agreement and/or the number of contracts needed (e.g., a system that integrates collection, processing, and disposal services under one contract or a system that is structured around multiple, separate contracts for these services). General guidance and optional franchise provisions are presented in the Model Agreement to give jurisdictions insight on which provisions to select and adapt for their contract conditions.

6. DELEGATION OF RESPONSIBILITIES

Users of the Model Agreement are also advised to consider which requirements of the SB 1383 regulations will remain the responsibility of the jurisdiction or which will be delegated to the franchised hauler(s) or another party (or a combination). For example, some jurisdictions may require their franchised hauler(s) to perform contamination monitoring, and other jurisdictions may conduct the monitoring themselves. Options are presented in the Model Agreement that address different delegation scenarios.

7. ALIGNMENT OF DEFINED TERMS

The Model Agreement includes dozens of defined terms, some of which were obtained from SB 1383 regulatory definitions and many from example franchise agreements. The nuances of defined terms and their relationship to one another can have a significant

impact on the meaning of the provisions of the franchise agreement. For this reason, jurisdictions are advised to carefully review the definitions of their existing agreement and SB 1383 regulations, modify existing definitions, and integrate new ones where needed. It is likely that some of the definitions in the Model can be used without modification, while others will need to be tailored to the jurisdiction's unique conditions, collection program, and contractual arrangements. For example, if a jurisdiction is considering use of an anaerobic digestion facility that only accepts clean food scraps, the jurisdiction may want to exclude food-soiled paper in the definition of food scraps, or create an additional subdivision of the definition.

Additionally, the Model refers to containers by their colors (gray, green, blue, and brown) as done in the SB 1383 regulations. Users may need to add, remove, or change colors of containers in the definitions to match the container lid and body color options selected for their program, provided they fulfill the container color and labeling requirements and compliance dates in SB 1383 regulations (14 CCR Sections 18984.7 and 18984.8). Additionally, definitions are included for each type of organics collection system: three-, three-plus-, two-, and one-container systems, and the allowable permutations thereof. Once the jurisdiction determines their collection system(s), they should retain the definitions that are most appropriate for their collection program and delete the others. Guidance notes in the Model provide direction on the instances in which some definitions are applicable or non-applicable.

The following figure identifies the defined terms used in the Model Franchise Agreement for various material streams associated with each color container. The terminology and definitions are driven by definitions in SB 1383 regulations. This list is provided for convenience to orient the user to the terminology, which, in some cases, is likely to be different than their current terminology.

Defined Terms Used in Model Agreement

Container Color	Terminology of Material Streams
Blue containers	• Source separated recyclable materials • Non-organic recyclables - glass, metal, plastic, etc. • Source separated blue container organic waste (SSBCOW) – organic recyclables such as fibers and cardboard
Green containers	• Source separated green container organic waste (SSGCOW)
Gray containers	• Gray container waste (Three- and three-plus-container systems that do not allow organic waste, such as food waste in the gray container) • Mixed waste organic waste collection stream or mixed waste (Two- and one-container systems and three- and three-plus-container systems that allow organic waste, such as food waste in the gray container)

Note: Organic waste is a defined term that serves as an umbrella for all organics

including SSBCOW, SSGCOW, textiles, carpet, etc. Organic wastes are collected in a combination of containers depending on the collection system and, therefore, not separately identified in the table above.

Not all of the definitions contained within the SB 1383 regulations have been included in the Model. It is advised that the jurisdiction review all SB 1383 regulatory definitions and determine whether it would be beneficial to add any additional terms. While the user may modify or create their own definitions, the jurisdiction must ensure that all SB 1383 regulatory requirements are met. For example, material streams can be defined, renamed, or further subdivided, or the jurisdiction may wish to refer the containers by material stream type rather than color; however, the agreement must assure that all organic waste specified in SB 1383 regulations for collection is collected in a compliant manner.

In addition, jurisdictions will need to amend the definitions in their municipal/county code to align with updated definitions in the franchise agreement. Jurisdictions should attempt to coordinate definitions used in their franchise agreement, ordinance, and their municipal/county code sections related to solid waste collection and recycling.

8. DOCUMENT STRUCTURE

The Model Agreement is structured in two parts: a main body agreement and exhibits. This allows for content to be placed in the main body and further details to be presented in the exhibits. This can be a useful organizational tool for provisions that require additional detail, such as specific collection logistics, lists of report contents, tables and figures. This is one organizational strategy that can be used for franchise agreements. The user of the Model may wish to include more or less content in the exhibits compared to the main body of the agreement.

ADDITIONAL TIPS FOR USING THE MODEL

1. **Modify Language.** Adjust the Model language to fit the jurisdiction's specific needs. For example, a jurisdiction using a three-container system will need to delete all provisions related to three-plus-, two-, and one-container systems.

2. **Change Jurisdiction.** The term "jurisdiction" is used throughout this Model Franchise Agreement; however, the franchising entity will need to change "jurisdiction" throughout the document to the appropriate term, which may be City, County, City and County, Special District, Joint Powers Authority, Regional Agency, etc.

3. **Delete Guidance Notes and Unused Options.** Green highlighting identifies guidance notes presented in the Model for reference only, which are to be removed by the user when preparing its final franchise agreement. In cases where the Model offers multiple options, blue highlighting identifies optional provisions and areas where

customization is advised. Options and customization items that are not selected are to be deleted and section numbers must be modified accordingly.

4. **Blend Existing Provisions with Model provisions.** When using the Model Agreement, users may want to select provisions from both the Model Agreement and their existing agreement to blend together an agreement that best suits its needs.

5. **Style and Design.** The use of multiple font colors and highlighting to differentiate content in the Model Agreement, as described above, is not required in any final document produced, and the colors should be eliminated or made consistent with the user's standard document styles. The Model Franchise Agreement has been designed in accordance with CalRecycle's accessibility guidelines. SB 1383 regulations do not require specific styles or design to be used for franchise agreements, and the final document style is at each jurisdiction's discretion.

ADDITIONAL CALRECYCLE RESOURCES

1. SB 1383 General Information: https://www.calrecycle.ca.gov/organics/slcp

2. SB 1383 Final Regulations: https://www2.calrecycle.ca.gov/Docs/Web/118371 (for an accessible version, please use this link: https://www2.calrecycle.ca.gov/Docs/Web/118368

3. SB 1383 Model Implementation Tools: https://www.calrecycle.ca.gov/organics/slcp/education

   This webpage includes the following Model Tools:

   - Model Franchise Agreement
   - Model Mandatory Organic Waste Disposal Reduction Ordinance
   - Model Recovered Organic Waste Product Procurement Policy
   - Model Food Recovery Agreement

4. SB 1383 Case Studies: https://www.calrecycle.ca.gov/organics/slcp/education

   Eight case studies are available including two each on franchise agreements, mandatory organic waste disposal reduction ordinances, recovered organic waste product procurement, and food recovery programs and policies.

5. Other Relevant SB 1383 CalRecycle Reports

   - SB 1383 Local Services Rates Analysis: https://www2.calrecycle.ca.gov/Publications/Details/1698
   - SB 1383 Infrastructure and Market Analysis: https://www2.calrecycle.ca.gov/Publications/Details/1652

6. Relevant Regulations Referenced in the Model Policy:

   - Title 14 of California Code of Regulations, Division 7, Department of Resources Recycling and Recovery: https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFF17BBCC72F5412C8FEEF78290C1526E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)

   - Title 27 of California Code of Regulations, Division 2, Environmental Protection, Solid Waste (27 CCR Division 2): https://www.calrecycle.ca.gov/laws/regulations/title27

   - Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of California Code of Regulations: https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I55B69DB0D45A11DEA95CA4428EC25FA0&transitionType=Default&contextData=%28sc.Default%29

   - Public Contract Code (including recycled-content paper requirements): https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=PCC&division=2.&title=&part=2.&chapter=&article=&goUp=Y

   - Public Resources Code: http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?lawCode=PRC&division=30.&title=&part=1.&chapter=2.&article=&goUp=Y

   - Code of Federal Regulations, Title 16 (including relevant definitions): https://www.govinfo.gov/app/details/CFR-2013-title16-vol1/CFR-2013-title16-vol1-sec260-12/context

   - Code of Federal Regulations, Title 40 (including relevant definitions): https://www.govinfo.gov/content/pkg/CFR-2019-title40-vol31/xml/CFR-2019-title40-vol31-part403.xml

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NON-EXCLUSIVE/EXCLUSIVE FRANCHISE AGREEMENT FOR DISCARDED MATERIALS MANAGEMENT FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL GENERATORS

BETWEEN THE

Jurisdiction Name

AND

Contractor Name

DATE OF AGREEMENT

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Exclusive/Non-Exclusive Franchise Agreement for Discarded Materials Management for Single-Family, Multi-Family, and Commercial Generators between the Jurisdiction Name and Contractor Name

This Exclusive/Non-Exclusive Franchise Agreement for Discarded Materials Management for Single-Family, Multi-Family, and Commercial Generators (Agreement) is entered into this ___ day of Month, 20XX, by and between the Jurisdiction Name , a political subdivision of the State of California (Jurisdiction), and Contractor Name (Contractor), for the Collection and subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of Discarded Materials and provision of other related services.

Guidance: Customize the above paragraph as appropriate to the types of services provided. This paragraph intends to serve as a simple introductory statement, but more detail can be added if desired.

RECITALS

Guidance: Jurisdictions are advised to use recitals from their existing franchise agreement, subject to their review and revision as needed, or are advised to use recital language resulting from negotiations with their service provider; with consideration of adding new or modified recital(s) regarding compliance with SB 1383 regulations. Example recitals are provided below and include three recitals related to SB 1383 statute and regulations.

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000, et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory

Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets and; and,

WHEREAS, SB 1383 Regulations require Jurisdiction to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, Jurisdiction has chosen to delegate some of its responsibilities to the Contractor, acting as the Jurisdiction's designee, through this Agreement; and, Guidance: Under SB 1383 Regulations (14 CCR Section 18981.2), Jurisdictions may delegate some or all of these obligations to a public or private entity, such as the Contractor, with the exception that the Jurisdiction may not delegate the granting of waivers; or the authority to impose civil penalties or to maintain an action to impose civil penalties to a private entity, as specified in 14 CCR Sections 18984.11(c) and 18981.2(d), respectively. Pursuant to SB 1383 Regulations (14 CCR Section 18981.2(c)), the Jurisdiction remains ultimately responsible for compliance with the SB 1383 regulations.

Option 1 for Exclusive Agreement: WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2) and Jurisdiction Code Section ____, the City Council/Board of Supervisors of the Jurisdiction has determined that the public health, safety, and well-being require that an Exclusive Franchise Agreement for Discarded Materials Management for Single-Family, Multi-Family, and Commercial Customers (Agreement) be awarded to a qualified company for the Collection and subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of Discarded Materials; and,

Option 2 for Non-Exclusive Agreement: WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2) and Jurisdiction Code Section ____, the City Council/Board of Supervisors of the Jurisdiction has determined that the public health, safety, and well-being require that Non-Exclusive Franchise Agreements for Discarded Materials Management for Single-Family, Multi-Family, and Commercial Customers (Agreement) be awarded to qualified companies for the Collection and subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of Discarded Materials; and,

WHEREAS, Contractor desires to engage in the business of Collecting Discarded Materials in the Jurisdiction; and,

WHEREAS, the Jurisdiction wishes to utilize the Contractor's services to offer Discarded Materials Collection services to Single-Family, Multi-Family, and Commercial Generators in the Jurisdiction; and,

NOW, THEREFORE, in consideration of the promises above stated and the terms, conditions, covenants, and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1: DEFINITIONS

Guidance: This Article includes numerous definitions of terms used in the Model Agreement. Some of these have been obtained from SB 1383 Regulations definitions (14 CCR Sections 18982, 17402, 17402.5, 17852, and 17896.2, and 27 CCR Section 20164), which are noted in green text when pulled in from the SB 1383 regulatory language, and many from example franchise agreements. It should be noted that this Article does not cover all of the definitions included in the SB 1383 Regulations. There may be additional terms included in the SB 1383 Regulations that are applicable to the Jurisdiction's unique local conditions, and/or there may be terms used in the Model Agreement that are not applicable. Jurisdictions are advised to add or remove definitions from their Agreement accordingly. The nuances of various defined terms and their relationship to one another can have a significant impact on the meaning and intent of the franchise agreement. For this reason, Jurisdictions are advised to carefully and methodically review the definitions of the existing agreement, modify existing definitions, and integrate new ones where needed. It is likely that some of the definitions herein can be used without modification, while others will need to be amended to reflect a Jurisdiction's unique Collection program and contractual arrangements. In addition, Jurisdictions will need to amend their municipal or county code definitions to align with their updated franchise agreement.

The terms "Standard Compliance Approach" and "Performance-Based Compliance Approach" are used throughout the guidance and customization notes in the Model Agreement. In several places in the Model, different language is provided for each compliance approach and clearly noted. These definitions do not need to be included in the Jurisdiction's franchise agreement; however, for the purpose of understanding the Model, they shall mean the following:

For the purpose of the Model, "Standard Compliance Approach" means the method for complying with the SB 1383 Regulations through implementation of a Collection system pursuant to 14 CCR, Division 7, Chapter 12, Article 3, and all associated program and policy requirements. Generally, all provisions in the SB 1383 Regulations, other than 14 CCR, Division 7, Chapter 12, Article 17, apply to the Standard-Compliance Approach, unless the Performance-Based Compliance Approach is specifically referenced.

For the purpose of the Model, "Performance-Based Compliance Approach" means the method for complying with the SB 1383 Regulations through implementation of a Collection system, programs, and policies in accordance with 14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements.

The Model Agreement focuses on requirements that may be applicable to a franchise agreement, and does not detail all of the Jurisdiction's requirements under each

compliance approach. The Jurisdiction is responsible for understanding and meeting all SB 1383 Regulatory requirements.

For purposes of this Agreement, unless a different meaning is clearly required, the words and phrases in this Article shall have the following meanings respectively ascribed to them by this Article and shall be capitalized throughout this Agreement.

AB 341
"AB 341" means the Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.

AB 876
"AB 876" means the Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

AB 901
"AB 901" means Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

AB 939
"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), as amended, supplemented, superseded, and replaced from time to time.

AB 1594
"AB 1594" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

AB 1826
"AB 1826" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

Affiliate
"Affiliate" means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management and shall be deemed to be

"Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in Contractor, and/or a business that is also owned, controlled, or managed by any business or individual that has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that: (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Affiliate includes Subsidiaries.

Agreement
"Agreement" means this Exclusive/Non-Exclusive Franchise Agreement for Discarded Materials management between the Jurisdiction and Contractor for the Collection and subsequent Transfer, Transportation, Processing, and/or Disposal, of Single-Family, Multi-Family, and Commercial Discarded Materials and C&D, including all exhibits and attachments, and any amendments thereto.

Alternative Daily Cover (ADC)
"Alternative Daily Cover" or "ADC" has the same meaning as in 27 CCR Section 20690.

Alternative Facility
"Alternative Facility" means any Facility approved by Jurisdiction for use pursuant to Section 6.1.B or Exhibit E, Section E.1.H.

Alternative Intermediate Cover (AIC)
"Alternative Intermediate Cover" or "AIC" has the same meaning as in 27 CCR Section 20700.

Applicable Law
"Applicable Law" means all Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Discarded Materials that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383 and corresponding regulations.

Guidance: The seven "Approved Facility" definitions below are to be included in Agreements when a Jurisdiction relies on the Contractor to provide Processing, Transfer, and/or Disposal services. In such cases, the Jurisdiction shall retain Approved Facility definitions that correlate to each type of Facility that the Contractor provides, and the

Jurisdiction approves, through the Agreement. If the Jurisdiction provides some or all of the Facilities for Processing, Transfer, and/or Disposal services themselves or contracts separately for the Facility services, some or all of the Approved Facility definitions below shall be deleted, as appropriate. In such case, definitions for "Designated Facilities" defined later in this Article, may be more applicable.

Approved C&D Processing Facility
"Approved C&D Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a C&D Processing Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides C&D Processing services or arranges for the C&D Processing services through another agreement.

Approved Disposal Facility
"Approved Disposal Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Disposal Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides Disposal services or arranges for the Disposal services through another agreement.

Approved Facilities
"Approved Facility(ies)" means any one of or any combination of the: Approved C&D Processing Facility; Approved Disposal Facility; Approved High Diversion Organic Waste Processing Facility; Approved Organic Waste Processing Facility; Approved Source Separated Recyclable Materials Processing Facility; and, Approved Transfer Facility, each of which are defined in this Article and listed in Exhibit E. Guidance: Delete this definition if the Jurisdiction themselves provides all Facility services or arranges for all Facility services through other agreement(s); or amend the definition to delete any types of Facilities that are not applicable.

Approved High Diversion Organic Waste Processing Facility
"Approved High Diversion Organic Waste Processing Facility" means the Facility Name at Facility Address, that is a High Diversion Organic Waste Processing Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides High Diversion Organic Waste Processing services or arranges for the High Diversion Organic Waste Processing services through another agreement.

Approved Organic Waste Processing Facility
"Approved Organic Waste Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is an Organic Waste Processing Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides Organic Waste Processing services or arranges for the Organic Waste Processing services through another agreement.

Approved Source Separated Recyclable Materials Processing Facility
"Approved Source Separated Recyclable Materials Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Source Separated Recyclable Materials Processing Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides Recyclables Processing services or arranges for the Recyclables Processing services through another agreement.

Approved Transfer Facility
"Approved Transfer Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Transfer Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides Transfer services or arranges for the Transfer services through another agreement.

Back-Haul
"Back-Haul" means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A). Guidance: This definition is currently focused on Organic Waste in order to align with the SB 1383 Regulatory definition; however, in practice, Generators may also Back-Haul Source Separated Recyclable Materials or other Solid Waste. Amend this definition, as appropriate, to reflect Generator practices within the Jurisdiction.

Bin
"Bin" means a metal or plastic Container with hinged lid(s) and wheels serviced by a front-end loading Collection vehicle with a Container capacity of one (1) to eight (8) cubic yards, including Bins with compactors attached to increase the capacity of the Bin. Bins are also known as dumpsters.

Blue Container
"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials or SSBCOW. Guidance: For three-Container, three-plus-Container, and two-Container blue/gray systems, include this "Blue Container" definition. For two-Container green/gray systems and one-Container systems, delete this definition.

Brown Container
"Brown Container" has the same meaning as in 14 CCR Section 18982.2(a)(5.5) and shall be used for the purpose of storage and Collection of Source Separated Food Waste. Guidance: If Food Waste is not Source Separated for Collection, delete this definition.

Board
"Board" means the Board of Supervisors/Directors of the Jurisdiction.

Bulky Items
"Bulky Items" means discarded furniture (including chairs, sofas, mattresses, carpet, and other similar items); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); wood wastes (including wood waste, tree trunks, and large branches if no more than ___ (__) feet in diameter, _____ (____) feet in length, and _____ (____) pounds in weight per bundle, scrap wood, in the aggregate not exceeding _____ (____) cubic yard per Collection unless Contractor allows heavier or larger-sized items); clothing; and tires. Any Bulky Items containing chloroflourocarbon (CFC) refrigerants shall be handled in accordance with Applicable Law. Bulky Items do not include car bodies or C&D, or any other items that cannot be handled by two (2) Persons.

Business Day(s)
"Business Days" mean days during which the Jurisdiction offices are open to do business with the public.

C&D
"C&D" means Construction and Demolition Debris.

C&D Collection Site
"C&D Collection Site" means properties where construction and demolition work is performed as evidenced by Jurisdiction issuance of a land clearing, building, or demolition permit, or from a non-permitted municipal project or as otherwise stated in Section _____ of the Jurisdiction Code.

California Code of Regulations (CCR)
"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR, Division 7, Chapter 12" refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations.

CalRecycle
"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions and other regulated entities.

Cart
"Cart" means a plastic Container with a hinged lid and wheels serviced by automated or semi-automated Collection vehicles and with a Container capacity of no less than _____ (____) gallons and no greater than _____ (____) gallons.

City/County/Agency/District
Guidance: Jurisdictions are advised to use a definition from their existing contract, subject to review and revision as needed, or a definition resulting from negotiations with their service provider, that defines the Jurisdiction (e.g., City, County, Agency, District).

Collect/Collection
"Collect" or "Collection" means the act of taking physical possession of Discarded Materials at Single-Family, Multi-Family, or Commercial Premises within the Jurisdiction and from Jurisdiction facilities, and Transporting the Discarded Materials to an Approved/Designated Facility for Processing, Transfer, or Disposal.

Commercial Business (Commercial)
"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6), with the exception that Multi-Family is excluded from the definition of Commercial Business for the purposes of this Agreement. Guidance: Under SB 1383 Regulations (14 CCR Section 18982(a)(6)), Multi-Family residential dwellings with five (5) or more units are included in the definition of a Commercial Business. For the purposes of this Model, Commercial and Multi-Family have been separately defined, because some Collection programs have different practices and requirements for each. The Jurisdiction should do their due diligence to ensure that all requirements under the regulations for Commercial Businesses, including Multi-Family properties, are met.

Commercial Edible Food Generators
"Commercial Edible Food Generators" includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

Community Composting
"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

Compostable Plastics
"Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

Compost
"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the Effective Date of this Agreement, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

Contractor
"Contractor" means the Party (other than the Jurisdiction) that executed this Exclusive/Non-Exclusive Franchise Agreement and its Affiliates, DBAs, and Subcontractors that perform services on Contractor's behalf.

Construction and Demolition Debris (C&D)
"Construction and Demolition Debris" means the nonhazardous waste building material, Inerts, soil, packaging, Yard Trimmings, rubble, and other used or Discarded Materials resulting from construction or demolition.

Container(s)
"Container(s)" means a receptacle for temporary storage of Discarded Materials. Containers may include Bins, Carts, Roll-Off Boxes, compactors, cans, buckets, bags, or other storage instruments to the extent such Containers are permitted by the Jurisdiction for use for Collection services provided under the Agreement. Guidance: SB 1383 Regulations (14 CCR Section 18982) defines Blue Container, Green Container, and Gray Container in a manner that indicates that such Containers should be rigid Containers; however, bags may be used to place materials within those Containers subject to requirements in 14 CCR Division 7, Chapter 12, Article 3. As a result, the general definition of Containers may include bags, provided that all Container specifications under the SB 1383 Regulations are met.

County
"County" means County of _____, a political subdivision of the State of California, and all the unincorporated area within the boundaries of the County as presently existing, or as such unincorporated area may be modified during the Term of this Agreement. Guidance: Include this definition even if Jurisdiction entering into the franchise agreement is not a County. It is necessary because County is occasionally referenced in the agreement.

Customer(s)
"Customer" means the Person who receives the Contractor's Collection services and to whom the Contractor/Jurisdiction submits its billing invoice to and collects payment from for Collection services provided to a Premise. The Customer may be either the occupant, owner, or property manager of the Premises, as allowed under the Jurisdiction Code.

DBA
"DBA" means a fictitious name, assumed name, or trade name that is different from Contractor's legal name, which Contractor uses for "doing business as" to provide Collection services.

Guidance: The following seven "Designated Facility" definitions shall be used in scenarios in which Jurisdictions: (i) separately contract for Facility services directly with the Facility operator; and/or, (ii) own or participate in ownership of Facilities. In such cases, the Jurisdiction shall retain the Designated Facility definitions that correlate to each type of Facility that the Jurisdiction provides or arranges, and designates for Contractor to use. If the Jurisdiction relies on the Contractor to provide some or all of the Facilities for

Processing, Transfer, and/or Disposal services, some or all of the Designated Facility definitions below shall be deleted as appropriate. In such case, definitions for "Approved Facilities" defined earlier in this Article, may be more applicable.

Designated C&D Processing Facility
"Designated C&D Processing Facility" means the Facility Name, which is owned and operated by Owner Name, that is a C&D Processing Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides C&D Processing Facility services through this Agreement.

Designated Disposal Facility
"Designated Disposal Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Disposal Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides Disposal Facility services through this Agreement.

Designated Facilities
"Designated Facility(ies)" means any one of or any combination of the: Designated C&D Processing Facility; Designated Disposal Facility; Designated High Diversion Organic Waste Processing Facility; Designated Organic Waste Processing Facility, Designated Source Separated Recyclable Materials Processing Facility; and, Designated Transfer Facility. Guidance: Delete this definition if the Contractor provides all Facility services through this Agreement; or amend the definition to delete any types of Facilities that are not applicable.

Designated High Diversion Organic Waste Processing Facility
"Designated High Diversion Organic Waste Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a High Diversion Organic Waste Processing Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides High Diversion Organic Waste Processing Facility services through this Agreement.

Designated Organic Waste Processing Facility
"Designated Organic Waste Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is an Organic Waste Processing Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides Organic Waste Processing Facility services through this Agreement.

Designated Source Separated Recyclable Materials Processing Facility
"Designated Source Separated Recyclable Materials Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Source Separated Recyclable Materials Processing Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides Recyclables Processing Facility services through this Agreement.

Designated Transfer Facility
"Designated Transfer Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Transfer Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides Transfer Facility services through this Agreement.

Director
"Director" means the Director of the Department of Public Works (Insert applicable Department) of the Jurisdiction or a duly authorized representative.

Discarded Materials
"Discarded Materials" are a form of Solid Waste, and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not is has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or, levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. (Optional statement to include depending on Jurisdiction's policies: Handling services specifically exclude the Generator's use of a third party to assist the Generator with on-site separation of materials into and among Contractor-provided Containers to facilitate recovery and minimize contamination.) Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded. For the purposes of this Agreement, Discarded Materials include Source Separated Recyclable Materials, SSBCOW, SSGCOW, Food Waste, Gray Container Waste or Mixed Waste, and C&D once the materials have been placed in Containers for Collection. Guidance: In the preceding sentence, for three-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use Gray Container Waste in the definition and delete Mixed Waste. For two- and one-Container systems and three- and three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use Mixed Waste and delete Gray Container Waste.

Disposal
"Disposal" or "Dispose" means the final disposition of any Solid Waste Collected by the Contractor or Residue from Contractor's Processing activities at a permitted Landfill or other permitted Solid Waste Facility.

Diversion
"Diversion (or any variation thereof including "Divert")" means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

Dual Stream (or Dual-Stream)
"Dual Stream" or "Dual-Stream" means a Collection method in which the Generators are instructed to separate Source Separated Recyclable Materials (such as, but not limited to, SSBCOW and Non-Organic Recyclables) or SSGCOW (such as, but not limited to,

Yard Trimmings and Food Waste) into two streams of materials for placement in two sections of a Split Container or into two different Containers, and in which the Contractor maintains the separation of the two streams during Collection and Processes each stream separately.

Edible Food

"Edible Food" means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

Effective Date

"Effective Date" means the date on which the Agreement becomes binding upon the Parties, which is the date when the latter of the Parties has executed this Agreement.

Environmental Laws

"Environmental Laws" means all federal and State statutes and Jurisdiction ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Federal Clean Water Act, 33 USC Section 1251, et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Occupational Safety and Health Act, 29 USC Section 651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq.; all as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Excluded Waste

"Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved/Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or Jurisdiction to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household

batteries, Universal Wastes, and/or latex paint when such materials are defined as allowable materials for Collection through this Agreement and the Generator or Customer has properly placed the materials for Collection pursuant to instructions provided by Jurisdiction or Contractor as set forth in this Agreement.

Guidance: Users of the Model should modify the above Excluded Waste definition based on the specific types of accepted or prohibited materials in their program. For example, the final sentence of this definition is an example of a customization option that a Jurisdiction might include if the Jurisdiction has a special Collection or Recycling program for items like motor oil and filters, household batteries, or other such items as applicable.

Facility(ies)
"Facility(ies)" means any plant, site, or operation used for the purpose of handling Discarded Materials, including, but not limited to, Disposal, Transfer, Recycling, composting, and Processing facilities or operations.

Food Recovery
"Food Recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

Food Recovery Organization
"Food Recovery Organization" means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

A. A food bank as defined in Section 113783 of the Health and Safety Code;
B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

Food Recovery Service
"Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

Food Scraps
"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

Guidance: Jurisdictions should modify the above definition of Food Scraps to be consistent with their specific list of accepted Food Scraps. For example, Jurisdictions that accept fats, oils, and grease in their Collection program should modify the final sentence of this definition accordingly

Food-Soiled Paper
"Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

Food Waste
"Food Waste" means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

Guidance: Jurisdictions should modify the above definition of Food Waste according to the materials accepted in their program. For example, some programs prefer little to no Food-Soiled Paper in their Collection programs based on the Processing technologies used. Jurisdictions should in that case modify this definition to remove or restrict Food-Soiled Paper if desired. It should be noted, however, that Jurisdictions are still required to handle Food-Soiled Paper in a manner that results in Landfill Disposal reduction pursuant to 14 CCR Section 18983.1. Given this, if the Food-Soiled Paper is not included in Food Waste or Food Scraps Collection, another solution needs to be provided.

Jurisdictions may choose to include Compostable Plastics in their definition of Food Waste if such materials are accepted in their program. If the Jurisdiction does not allow Compostable Plastics to be Collected with Food Waste, delete "Compostable Plastics" from the Food Waste definition.

Generator
"Generator" means any Person whose act first causes Discarded Materials to become subject to regulation under Jurisdiction Code Section _____ or under federal, State, or local regulations.

Gray Container
"Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste or Mixed Waste.
Guidance: For two- and one-Container systems and three- and three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use "Mixed Waste" instead of this definition. For three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use "Gray Container Waste" in this definition.

Gray Container Waste
"Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-Container Organic Waste Collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and

(b) or as otherwise defined in 14 CCR Section 17402(a)(6.5). For the purposes of this Agreement, Gray Container Waste includes carpet and textiles. Guidance: This definition is only applicable for Jurisdictions using three- or three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, because SB 1383 Regulation (14 CCR Section 17402(a)(6.5)) specifically define "Gray Container Waste" in the context of a three-Container Collection service. With regard to the last sentence of the definition, Jurisdictions shall retain the sentence if carpet and textiles are to be Collected in the Gray Containers, which is allowed under SB 1383 Regulations (14 CCR Section 18984.1(b)). Textiles should be removed from the last sentence of the definition if the Jurisdiction is allowing for Collection of textiles in the Blue Container. For Jurisdictions using a two- or one-Container system, or a three- or three-plus system that allows for Organic Waste, such as Food Waste, for Collection in the Gray Container, delete this definition and instead include only the definition of "Mixed Waste" below.

Green Container

"Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of SSGCOW. Guidance: For three-Container, three-plus-Container, and two-Container green/gray systems, include this "Green Container" definition. For two-Container blue/gray systems and one-Container systems, delete this definition.

Hauler Route

"Hauler Route" means the designated itinerary or sequence of stops for each segment of the Jurisdiction's Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5). Guidance: SB 1383 Regulations (14 CCR Section 18982(a)(31.5) and 14 CCR Division 7, Chapter 12, Article 3) do not specify the time unit or frequency of a Hauler Route. Users of the Model may wish to modify this definition to specify whether a route is daily, weekly, etc., for the purposes of the Agreement.

Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substance defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State, and local environmental laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

Hazardous Waste
"Hazardous Waste" or "Hazardous Wastes" means any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste, which means wood that falls within the definition of "treated wood" or "treated wood waste" in 22 CCR Section 67386.4, or as otherwise defined in 14 CCR Section 18982(a)(30.5).

High Diversion Organic Waste Processing Facility
"High Diversion Organic Waste Processing Facility" means a High Diversion Organic Waste Processing Facility as defined in 14 CCR Section 18982(a)(33). Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the High Diversion Processing facility is a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent (50%) between January 1, 2022 and December 31, 2024, and 75 percent (75%) after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste. This definition shall be included for Jurisdictions using a two- or one-Container system, or a three- or three-plus-Container system that allows Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete this definition for three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers.

High-Elevation Areas
"High-Elevation Areas" means the certain regions of the Jurisdiction that meet the criteria for elevation waivers by CalRecycle, as specified in Exhibit XXX. Guidance: See Section 6.8 for an explanation of the waiver criteria. Delete this definition if not applicable.

Incompatible Materials
"Incompatible Material" or "Incompatibles" mean(s) human-made inert material, including, but not limited to, glass, metal, plastic, and also includes organic waste for which the receiving end-user, facility, operation, property, or activity is not designed, permitted, or authorized to perform Organic Waste recovery activities as defined in 14 CCR Section 18983.1(b), or as otherwise defined by 14 CCR Section 17402(a)(7.5).

Inerts
"Inerts" means materials such as concrete, soil, asphalt, and ceramics.

Jurisdiction

Guidance: No definition has been included for Jurisdiction. Users of the Agreement are instructed to replace Jurisdiction throughout the Agreement with the term appropriate to their organization (e.g., City, County, Special District, Agency) and include an appropriate definition placed in alphabetical order in Article 1.

Jurisdiction Contract Manager
Jurisdiction Contract Manager means the insert title of staff person or their designee. Guidance: The term Jurisdiction Contract Manager is used throughout the Agreement to

describe the individual authorized to make staff-level decisions regarding the management and enforcement of the agreement. The use should be reviewed and replaced with an alternate designee in cases where the Jurisdiction desires a higher level or different type of authority to assume the role or responsibility (e.g., replace Jurisdiction Contract Manager with City Manager, Public Works Director, Solid Waste Manager, Risk Manager, or other appropriate representative). Additionally, some Jurisdictions may have multiple designees or other parties with authority that fulfill different roles. Add additional terms as needed.

Landfill
"Landfill" means a "Solid Waste Landfill" defined by Public Resources Code Section 40195.1.

Large Event
"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

Large Venue
"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

Liquidated Damages
"Liquidated Damages" means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 12.7 and Exhibit F.

Low-Population Areas
"Low-Population Areas" means the certain regions of the Jurisdiction that have a valid low population waiver, granted by CalRecycle, in accordance with the criteria and process specified in 14 CCR Section 18984.12(a), as specified in Exhibit XXXX. Guidance: See Section 6.8 for an explanation of the waiver criteria. If applicable, Jurisdictions are encouraged to add an Exhibit XXXX including a description, list, map, or

other identification of the Low-Population Areas, and reference that Exhibit in this definition. Delete this definition if not applicable.

Medical Waste

"Medical Waste" means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by Jurisdiction Code Section ____ or any State or federal law or regulation, all as currently enacted or subsequently amended.

Mixed Waste

"Mixed Waste" means Mixed Waste Organic Collection Stream and Solid Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility.

Mixed Waste Organic Collection Stream

"Mixed Waste Organic Waste Collection Stream" means Organic Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility, or as otherwise defined in 14 CCR Section 17402(a)(11.5). Guidance: This definition is only to be used by Jurisdictions using two- or one-Container systems, or three- or three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container. In these cases, materials in the Gray Containers are to be processed at a High Diversion Organic Waste Processing Facility. Delete if using a three- or three-plus Container system that does not allow Organic Waste to be Collected in the Gray Containers.

Mulch

Guidance: SB 1383 Regulations (14 CCR Section 18993.1) require that Jurisdictions procure recovered Organic Waste products to meet an annual recovered Organic Waste product procurement target. Mulch may be procured to fulfill this procurement target if the Mulch meets specific conditions specified in SB 1383 Regulations (14 CCR Section 18993.1(f)(4)). The definition of Mulch below limits Mulch under this Agreement to only Mulch that meets the conditions specified in 14 CCR Section 18993.1(f)(4). A Jurisdiction may decide that it does not want to limit the Mulch definition in this manner (if it does not want to procure Mulch to support fulfillment of its recovered Organic Waste product procurement target), and should then amend the definition to eliminate the stringent requirements. Note that SB 1383 Regulations (14 CCR Section 18993.1(f)(4)) require the Jurisdiction to have an enforceable ordinance, or similarly enforceable mechanism, that requires the Mulch procured by the Jurisdiction to comply with 14 CCR, Division 7, Chapter 12, Article 12 requirements and to meet or exceed the standards specified in subdivision (i) of this definition. If the Jurisdiction has passed an ordinance or other enforceable mechanism for this purpose, the Jurisdiction may update the definition of Mulch to cross reference the relevant section of the ordinance or enforceable mechanism document.

"Mulch" means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

i. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

ii. Was produced at one or more of the following types of Facilities:

a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Guidance: Note that this criteria disallows Mulch produced from chipping and grinding operations to count toward fulfillment of a Jurisdiction's annual recovered Organic Waste product procurement target.

b. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or,

c. A Solid Waste Landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

Multi-Family or Multi-Family Dwelling Unit

"Multi-Family" means of, from, or pertaining to residential Premises with five (5) or more dwelling units. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. References to "Multi-Family Dwelling Unit" refer to an individual residential unit of the Multi-Family Premises. Guidance: Jurisdiction to amend this definition to be consistent with its current definition, subject to review and revision as needed, or a definition resulting from negotiations with its service provider(s). Under SB 1383 Regulations (14 CCR Section 18982(a)(6)), Multi-Family residential dwellings with five (5) or more units are included under the definition of a Commercial Business. For the purposes of this Model, Commercial and Multi-Family have been separately defined, because some Collection programs have different practices and requirements for each. The Jurisdiction should do their due diligence to ensure that all SB 1383 Regulatory requirements for Commercial Businesses, including Multi-Family properties, are met if they have separate requirements under their franchise agreement. If a Jurisdiction defines Multi-Family with three (3) or four (4) units as the threshold rather than five (5) units, amend the definition as needed. Using a threshold of six (6) or more units will not comply with CalRecycle's Multi-Family threshold and related Multi-Family SB 1383 Regulatory requirements.

Non-Compostable Paper

"Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

Guidance: In the above definition of Non-Compostable Paper, Jurisdictions may wish to provide additional detail on the materials and coatings that their Approved/Designated Processing Facility is able to accept. However, the Jurisdiction is still responsible for properly handling and processing all materials that are considered Organic Waste and required by SB 1383 Regulations to be handled in a manner that results in Landfill Disposal reduction in accordance with 14 CCR Section 18983.1.

Non-Exclusive Franchise Agreement (NEFA)
"Non-Exclusive Franchise Agreement" or "NEFA" means this Agreement entered into between the Contractor and the Jurisdiction where the Contractor agrees to Collect Discarded Materials, and subsequently Transport, Transfer, Process, and/or Dispose of the Discarded Materials that Contractor has Collected in the Jurisdiction. Guidance: Include for non-exclusive franchises only. Delete this definition for exclusive franchises.

Non-Organic Recyclables
"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials. Guidance: This definition is only needed for Jurisdictions using a three-, three-plus-, or two-Container (blue/gray) Collection service.

Organic Waste
"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

Paper Products
"Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

Parent Company
"Parent Company" means a company that has a controlling interest in another company, enabling the Parent Company to control management and operations of the Affiliate or Subsidiary company.

Party or Parties
"Party" or "Parties" refers to the Jurisdiction and Contractor, individually or together.

Person
"Person" has the same meaning as in Public Resources Code Section 40170, which states, as of the Effective Date of this Agreement, that a Person includes an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity

whatsoever.

Premises
"Premises" means a tract of land with or without habitable buildings or appurtenant structures.

Printing and Writing Papers
"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

Process, Processed, or Processing
"Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

Prohibited Container Contaminants
Guidance: Jurisdictions using three-, three-plus-, or two-Container Collection service shall include either Option 1, Option 2a, or Option 2b below for the definition of Prohibited Container Contaminants, corresponding with the Collection service it is using, and delete all other options. For Jurisdictions using a one-Container system, refer to the definition and guidance note in Option 3.

Option 1: Three-Container Collection service (Blue, Green, and Gray Containers) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction's Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the Jurisdiction's Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or SSGCOW to be placed in Jurisdiction's Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.

Option 2a: Two-Container Collection Service for SSGCOW and Mixed Waste (Green and Gray Containers) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the Jurisdiction's Green Container; (ii) Discarded Materials placed in the Gray Container that are identified as acceptable SSGCOW, which are to be separately collected in Jurisdiction's Green Container; and, (iii) Excluded Waste placed in any Container.

Option 2b: Two-Container Collection Service for Source Separated Recyclable Materials and Mixed Waste (Blue and Gray Containers) "Prohibited Container Contaminants"

means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for Jurisdiction's Blue Container; (ii) Discarded Materials placed in the Gray Container that are identified as acceptable Source Separated Recyclable Materials, which are to be separately Collected in Jurisdiction's Blue Container; and, (iii) Excluded Waste placed in any Container.

Option 3: One-Container Collection Service "Prohibited Container Contaminants" means Excluded Waste placed in any Container. Guidance: The term Prohibited Container Contaminants under SB 1383 Regulations (14 CCR Section 18982(a)(55)), does not apply to one-Container systems; however, Jurisdictions may wish to use this definition to explicitly state that Excluded Waste is a contaminant in a one-Container system.

Property Owner
"Property Owner" means the owner of real property, or as otherwise defined in 14 CCR Section 18982(a)(57).

Public Resources Code (PRC)
"Public Resources Code" or "PRC" means the California Public Resources Code.

Putrescible Waste
"Putrescible Waste" means wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to Food Waste, offal, and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).

Rate
Option 1: Exclusive Franchise Agreement
"Rate" means the maximum amount, expressed as a dollar unit, approved by the Jurisdiction that the Contractor/Jurisdiction may bill a Customer for providing specified services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period One are presented in Exhibit XXX. The Rates approved by Jurisdiction are the maximum Rate that Contractor/Jurisdiction may charge a Customer for a particular Service Level and Contractor/Jurisdiction may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the Jurisdiction.

Option 2: Non-Exclusive Franchise Agreement
"Rate" means the amount, expressed as a dollar unit, that Contractor/Jurisdiction bills a Customer for providing specified services under this Agreement. The Rate shall be mutually agreed-upon by Contractor and Customer.

Guidance: These "Rate" definition options above assume Contractor is conducting the billing process. If the Jurisdiction conducts billing, modify this definition accordingly.

Rate Period
"Rate Period" means a ___ (__) month period, commencing January 1 and concluding December 31.

Recycle/Recycling
"Recycle" or "Recycling" means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

Remnant Organic Material
"Remnant Organic Material" means the Organic Waste that is Collected in a Gray Container that is part of the Gray Container Collection stream, or as otherwise defined in 14 CCR 17402(a)(23.5).

Renewable Natural Gas (RNG)
"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

Residual (or Residue)
"Residual" or "Residue" means the Solid Waste destined for Disposal, further transfer/processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31), or transformation which remains after Processing has taken place and is calculated in percent as the weight of Residual divided by the total incoming weight of materials.

Reusable Items
"Reusable Items" means items that are capable of being Reused after minimal Processing. Reusable Items may be Collected Source Separated or recovered through a Processing Facility. Reusable Items may include, but are not limited to, clothing, furniture, and/or sporting equipment.

Reuse
"Reuse" or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

Roll-Off Box
"Roll-Off Box" means an open- or closed-top metal Container, roll-top Container, or closed compactor Container serviced by a roll-off truck and with a Container capacity of 10 to 50 cubic yards. Roll-off boxes are also known as drop boxes or debris boxes.

Salvageable Material (or Salvaged Material)
"Salvageable Material" or "Salvaged Material" means an object or material that results from salvaging, where salvaging means the controlled separation of Solid Waste material

which do not require further processing for Reuse or Recycling prior to Transfer activities, or as otherwise defined in 14 CCR Section 17402(a)(24).

SB 1383
"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 Regulations
"SB 138 Regulations" or "SB 1383 Regulatory" refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

Guidance: Throughout the Model, Sections of the SB 1383 Regulations are referenced in the format "14 CCR Section XXXX" and "27 CCR Section XXXX," or are referred to by chapter or article in the format "14 CCR, Division X, Chapter X, Article X," with the exception of certain cases where a more general reference to "SB 1383 Regulations" was appropriate. "14 CCR" means Title 14 of the California Code of Regulations and "27 CCR" means Title 27 of the California Code of Regulations. Jurisdictions are encouraged to review additional materials published by CalRecycle that support SB 1383 Regulatory interpretation such as the Final Statement of Reasons and the Frequently Asked Questions page on CalRecycle's website.

Self-Hauler (or Self-Haul)
"Self-Hauler" or "Self-Haul" means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

Service Level
"Service Level" refers to the number and size of a Customer's Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

Single-Family or Single-Family Dwelling (SFD)
"Single-Family" or "Single-Family Dwelling" or "SFD" means any residential Premises with less than five (5) units. Guidance: Jurisdiction to amend this definition to be consistent with its current definition; however, the threshold unit number must be less than five to remain consist with the SB 1383 Regulatory text (refer to Commercial Business definition, which excludes Multi-Family residential dwellings with fewer than five units).

Solid Waste
"Solid Waste" has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes,

including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in PRC Section 40141.

(2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).

(3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

Source Separated

"Source Separated" means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste or Mixed Waste and other Solid Waste for the purposes of Collection and Processing. Guidance: For two- and one-Container systems and three- or three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use "Mixed Waste" in this definition. For three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use "Gray Container Waste" in this definition.

Source Separated Blue Container Organic Waste (SSBCOW)

"Source Separated Blue Container Organic Waste" or "SSBCOW" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43); or as otherwise defined by 14 CCR Section 17402(a)(26.7). The accepted types of SSBCOW and process for modifying the accepted types of SSBCOW are specified in Article 5. Guidance: This definition is intended to reflect Source Separated Recyclable Materials that are considered Organic Waste, such as Paper Products and Printing and Writing Paper, and, if permitted by the Jurisdiction to be placed in the Blue

Container, wood, dry lumber, and textiles. This definition is only needed for Jurisdictions using a three-, three-plus-, or two-Container (blue/gray) system.

Source Separated Green Container Organic Waste (SSGCOW)
"Source Separated Green Container Organic Waste" or "SSGCOW" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding SSBCOW, carpets, Non-Compostable Paper, and textiles. The accepted types of SSGCOW and process for modifying the accepted types of SSGCOW are specified in Article 5. SSGCOW is a subset of Organic Waste. Guidance: This definition is only needed for Jurisdictions using a three-, three-plus-, or two-Container (green/gray) system. This definition is provided as a term for materials collected in a Green Container, often referred to by Jurisdictions as "Organic Materials".

Source Separated Recyclable Materials
"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and SSBCOW. The accepted types of Source Separated Recyclable Materials and process for modifying the accepted types of Source Separated Recyclable Materials are specified in Article 5. Guidance: This definition is only needed for Jurisdictions using a three-, three-plus-, or two-Container (blue/gray) system. This definition is provided as a term for materials collected in a Blue Container, often referred to by Jurisdictions as "Recyclable Materials".

Split Container or Split-Container
"Split Container" or "Split-Container" means a Container that is split or divided into segregated sections, instead of an entire Container, or as otherwise allowed pursuant to 14 CCR, Division 7, Chapter 12, Article 3.

State
"State" means the State of California.

Subcontractor
"Subcontractor" means any Person, firm, or entity hired by Contractor to carry out any of Contractor's duties under this Agreement.

Subsidiary
"Subsidiary" means an Affiliate with ___ percent (__%) or more of its ownership controlled by Contractor.

Term
"Term" means the duration of this Agreement, including extension periods if granted, as provided for in Section 3.3.

Tier One Commercial Edible Food Generators
"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Supermarket.
B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
C. Food Service Provider.
D. Food Distributor.
E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

Tier Two Commercial Edible Food Generators
"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
B. Hotel with an on-site food facility and 200 or more rooms.
C. Health facility with an on-site food facility and 100 or more beds.
D. Large Venue.
E. Large Event.
F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

Ton
"Ton" or "Tonnage" or "Tons" means a unit of weight equal to 2,000 pounds (907.18474 kg).

Transfer
"Transfer" means the act of transferring Discarded Materials Collected by Contractor from Contractor's Collection vehicles into larger vehicles at a Transfer Facility for Transport to other Facilities for Processing or Disposing of such materials. Transfer allows for removal of materials excluded or prohibited from handling at the Transfer Facility (e.g., removal of Hazardous Waste).

Transportation or Transport
"Transportation" or "Transport" means the act of conveying Collected materials from one location to another.

Universal Waste (or U-Waste)
"Universal Waste" or "U-Waste" means all wastes defined by 22 CCR Subsections 66273.1 through 66273.9. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

Work Days
"Work Days" or "Working Days" means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

Yard Trimmings
"Yard Trimmings" means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Contractor. The accepted types of Yard Trimmings and process for modifying the accepted types of Yard Trimmings are specified in Article 5. Yard Trimmings are a subset of SSGCOW. Guidance: If the Jurisdiction's Collection program provides uncontainerized service for Yard Trimmings, modify the first sentence of this definition as needed.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Guidance: Section headings have been included in this Article to demonstrate structure and content commonly included in franchise agreements. These section headings have been provided as examples only. Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider, which may include similar, different, and/or additional provisions.

2.1 CORPORATE STATUS

2.2 CORPORATE AUTHORIZATION

2.3 NO LITIGATION

ARTICLE 3: TERMS OF AGREEMENT

3.1 GRANT AND ACCEPTANCE OF AGREEMENT

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

3.2 LIMITATIONS OF SCOPE

Guidance: In the case of an exclusive franchise agreement, the Limitations of Scope section identifies the conditions under which Contractor does not have exclusive rights to certain aspects of Collection services (e.g., certain material types, types of Collection services, service areas, Collection frequencies, destination Facilities, or other factors). In the case of a non-exclusive franchise agreement, the Limitations of Scope section

identifies the conditions under which certain aspects of Collection services (e.g., materials types, types of Collection services, service areas, or other factors) may be handled by Persons or entities that do not have a non-exclusive franchise agreement. Typically, Limitations of Scope provisions have very nuanced elements that are unique to each Jurisdiction and may be described in the Jurisdiction Code.

For this reason, Jurisdictions are advised to use their existing contract provisions for Limitations of Scope, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Jurisdictions should also consider including one or more limitation provision(s) related to SB 1383 Regulations, such as Edible Food Recovery, Food Scraps used as animal feed, on-site composting, and/or Community Composting, as provided below.

Multiple options are provided for limitations to the scope of materials Collected by the Contractor, and Jurisdictions are to select the option(s) below, or create new option(s) that best conform to its Limitation of Scope section, local programs, and preference.

Option 1: **Edible Food**. Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.

Guidance: Inclusion of Option 1 above does not in any way prohibit the Contractor from collecting Edible Food for the purposes of Food Recovery, if approved by the Jurisdiction, but rather acknowledges that others also have the right to collect Edible Food, including Food Recovery Organizations or Food Recovery Services, and the Contractor in no way has exclusive rights to these activities; and, that Generators have the right to Self-Haul Edible Food to a Food Recovery Organization for the purposes of Food Recovery.

Option 2: **Food and Beverage Byproducts.** The hauling of byproducts from the processing of food or beverages and use of such material as animal feed if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) processing byproducts, are Source Separated by the Generator of the byproducts, and are not discarded; and, if the use as animal feed is in accordance with 14 CCR Section 18983.1(b)(7). Guidance: Lawful use as animal feed is a method for managing Organic Waste that constitutes a reduction in Landfill Disposal pursuant to SB 1383 Regulations (14 CCR Section 18983.1(b)(7)); and, therefore, the Jurisdiction may want to include a provision related to this activity, if applicable.

Option 3: **On-Site or Community Composting.** Organic Waste that is composted or otherwise legally managed at the site where it is generated or at a Community Composting site.

3.3 EFFECTIVE DATE, TERM, AND EXTENSION OF THIS AGREEMENT

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Jurisdictions should consider the relationship of the effective date and the term of their franchise agreement and their need to comply with the majority of SB 1383 Regulatory requirements no later than January 1, 2022, and additional SB 1383 Regulatory requirements by January 1, 2024. The following identifies key SB 1383 Regulatory requirements for Jurisdictions that relate to the services potentially provided by the Contractor.

For example, on or before January 1, 2022, Jurisdictions must have the following programs in place that comply with SB 1383 Regulatory requirements: (i) Organic Waste Collection (three-, three-plus-, two-, or one-Container systems), pursuant to 14 CCR, Division 7, Chapter 12, Article 3; (ii) contamination monitoring, pursuant to 14 CCR Section 18984.5; (iii) Processing for all Discarded Materials Collected; (iv) Edible Food Recovery, pursuant to 14 CCR Section 18991.1 through 18991.5; (v) compliance monitoring program, pursuant to 14 CCR Section 18995.1 through 18995.4; (vi) recovered Organic Waste product procurement program, pursuant to 14 CCR Section 18993.1 through 18993.4; (vii) reporting, pursuant to14 CCR Section 18994.1 and 18994.2; and, more. On or before February 1, 2022, a Jurisdiction shall perform education and outreach required by 14 CCR Sections 18985.1 through 18985.3. On or before January 1, 2024, Jurisdictions are required to take enforcement action against non-compliant entities, per 14 CCR Section 18995.1(a)(5). Subject to limitations in SB 1383 Regulations (14 CCR Section 18981.2 and 18984.11(c)), Jurisdictions may delegate some of these responsibilities to their Contractor(s) in full or in part through their franchise agreement(s).

3.4 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

3.5 PARENT COMPANY GUARANTEE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 4: GENERAL AGREEMENTS

4.1 JURISDICTION DESIGNATION OF FACILITIES

Guidance: This Section is relevant to: (i) Jurisdictions that own and operate one or more Facilities that will be used to handle the Discarded Materials; and/or, (ii) Jurisdictions that

separately contract with one or more entity(ies) for Facility services to handle the Discarded Materials after Collection. For these Jurisdictions, this Section documents that the Jurisdiction has chosen one or more Facilities and wants to direct the Contractor to deliver some or all Discarded Materials to the Jurisdiction-owned or contracted Facility(ies). Some Jurisdictions rely on their Contractor to select the Transfer, Processing, and/or Disposal Facilities that will be used to handle the Discarded Materials Collected by Contractor. In such case, this Section is not relevant and should be excluded from the Agreement. In many cases, it may be a combination of Jurisdiction-provided Facilities and Contractor-provided Facilities. In which case, this Section shall be included and focus on the Jurisdiction-provided Facilities.

A. Option 1: Jurisdiction directs use of Jurisdiction-Designated Facility(ies) at Commencement of the Agreement

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Designated Disposal Facility for the purposes of Disposal of all Gray Container Waste Collected by the Contractor under the terms of this Agreement. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any change in law regarding flow control limitations or any definition thereof.

Contractor shall comply with additional requirements related to use of the Designated Disposal Facility pursuant to Section 6.1.

Guidance for Option 1: This option provides an example of Jurisdiction designation for Disposal of Gray Container Waste, and should be expanded or modified based on the Jurisdiction's Facility arrangements, material streams, and Collection system. If the Jurisdiction has approved one or more Transfer, Processing, or Composting Facilities for Source Separated Recyclable Materials, SSGCOW, and/or Mixed Waste, amend the preceding language to list separately all "Designated Facilities" and the material streams to be delivered to such Facilities. For example, if the Jurisdiction is using a two- or one-Container system or three- or three-plus-Container system that allows Organic Waste, such as Food Waste, to be Collected in the Gray Container, reference to Disposal of "Gray Container Waste" should be removed, because these materials may not be Disposed pursuant to SB 1383 Regulations (14 CCR Sections 18984.1, 18984.2, and 18984.3). Instead, references to Disposal of "Gray Container Waste" should be replaced with specifications regarding the use of a Designated High Diversion Organic Waste Processing Facility for Mixed Waste Processing. If the Jurisdiction designates different Facilities to receive material Collected from different sector types (e.g., different Facilities to handle materials Collected from Single-Family, Multi-Family, or Commercial Customers), the language should be amended to specify which Facilities are used for the different sectors.

B. Option 2: Jurisdiction reserves right to direct use of Jurisdiction-Designated Facility at a later date

Contractor agrees that the City Council/Board of Supervisors may, upon making a finding of public health, safety, well-being, or benefit, direct Contractor to deliver any or all Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste Collected within the Jurisdiction to any type of Designated Facility, as Jurisdiction may designate. Such a change shall be considered a Jurisdiction-directed change in scope and handled in accordance with provisions in Section 4.4. The Residue remaining after Processing, or recovery of Source Separated Recyclable Materials, SSGCOW, and C&D shall be subject to the Council's/Board's authority to direct Disposal at a Disposal Facility designated by the Council/Board. Jurisdiction shall reserve the right to direct such Residue in accordance with the Council's/Board's direction in any agreement with the Facility operator of any Transfer Facility or Processing Facility where Contractor delivers Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste. Contractor agrees to Transport Discarded Materials to the Designated Facility(ies) designated by the Council/Board, commencing no later than _____ (___) days from receipt of notice from the City Manager/Executive Officer/Director.

4.2 RESPONSIBILITY FOR MATERIALS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

4.3 SUBCONTRACTING

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Contractor may use Subcontractors for certain requirements under the Agreement, such as provision of: contamination monitoring services, education activities, Processing and/or Disposal services, etc. If this is the case, Jurisdictions are advised to add additional detail to this Section documenting the Subcontractors that will be used by Contractor; the Jurisdiction's approval processes; and the specific program requirements for which Contractor may use a Subcontractor. Alternatively, Jurisdictions may document use of Subcontractor(s) within each of the relevant Section of the Agreement (e.g., specify Subcontractor requirements for contamination monitoring in Section 6.2). Note that, pursuant to 14 CCR Section 18981.2(d), nothing in 14 CCR, Division 7, Chapter 12 authorizes a Jurisdiction to delegate its authority to impose civil penalties, or to maintain an action to impose civil penalties to a private entity, such as a private Subcontractor.

4.4 JURISDICTION-DIRECTED CHANGE IN SCOPE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 5: COLLECTION SERVICES

Guidance: This Article is intended to provide a brief overview of the Collection services that the Contractor is required to provide. The details of the Collection program requirements are presented in Exhibits A through D.

SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 3) focus on three (3) main types of compliant Collection systems: three-, two-, and one-Container systems. In addition, SB 1383 Regulations allow for several variations on these three Collection systems with Split-Containers, plastic bags for SSGCOW or other Discarded Materials, uncontainerized Yard Trimmings Collection, separate Food Waste Collection, and/or additional segregation of Organic Waste. Collection systems with more than three (3) Source Separated streams of Discarded Materials are referred to as "three-plus-Container" systems for the purposes of the Model Agreement, as described in Section 5.2. While many Jurisdictions will have the same type of Collection systems, a multitude of options are also possible. In addition, Jurisdictions may rely on different approaches for Single-Family, Multi-Family, and/or Commercial Customers; or, may use different Collection system approaches in different parts of the Jurisdiction, such as one Collection system for less populated areas and a different system for more populated areas. The Model Agreement presents several options, but it is not practical for the Model to cover every possible scenario.

Customization will be required. Below are several suggestions for working with the contract language provided in this Article.

- Section 5.1 is advised for all agreements.
- If a Jurisdiction chooses a three-, two-, or one-Container system, the contract provisions presented in Sections 5.2, 5.3, or 5.4, respectively, will be applicable. If different Collection systems are delivered to Single-Family, Multi-Family, and/or Commercial Customers, it is advised that a separate section be structured for each Customer type. Similarly, if different Collection systems are used in different regions of a service area (e.g., low-population area or high elevation area), it is advised that a separate section be structured for each region.
- If a Jurisdiction's Collection system includes some variation(s) on these three systems with Split-Containers, plastic bags, uncontainerized Yard Trimmings Collection, separate Food Waste Collection, and/or additional segregation of Organic Waste, the Jurisdiction can use the example language presented in Sections 5.2 through 5.9 to craft their own contract provisions.
- If the scope of the Jurisdiction's franchise agreement does not address one or more of the material streams (Source Separated Recyclable Materials, SSGCOW, Gray Container Waste, and/or Mixed Waste), then the descriptions herein should be limited to only those applicable materials.
- If the Jurisdiction chooses to comply using the Performance-Based Compliance Approach, the Jurisdiction must provide a three-Container Collection system to at

least ninety percent (90%) of the residential sector (Single-Family Generators) and ninety percent (90%) of total Commercial and Multi-Family Generators, in accordance with 14 CCR Section 18998.1(a)(1). As a result, these Jurisdictions can include Sections 5.1 and 5.2 and, at their option, other desired sections such as Bulky Items and Special Events Collection in 5.12 and 5.13.

- The provisions in this Article assume the Contractor's provision of Collection Containers. If the Jurisdiction provides or will provide the Containers, the provisions of this Article will need to be amended accordingly.
- Jurisdictions may rely on the provisions of their current franchise agreement and use the contract provisions below to guide the modification of or amendments to their current agreement to integrate Collection system changes.

5.1 GENERAL

A. **Overall Performance Obligations**. The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of the Agreement. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve the Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided reliable, courteous, and high-quality Collection services and other services described in this Agreement at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner generally provided in this Article for the delivery of services, whether such other aspects are enumerated elsewhere in the Agreement or not.

Contractor shall not knowingly Collect Blue, Green, Brown, or Gray Containers that include Prohibited Container Contaminants.

B. **Requirements for Parent Company and Affiliates**. Upon approval by Jurisdiction, Contractor, its Parent Company, and Affiliates operating under the terms of this Agreement are allowed, at their option, to use each entity's name to comply with Collection vehicle and Container labeling requirements and may use each entity's name on any education and outreach materials. Guidance: This type of provision may be relevant to non-exclusive franchise systems, in which larger hauling companies have acquired other companies and continue to use various hauling companies' names (including labeling of vehicles, Containers, education materials, etc.).

C. **Ownership of Discarded Materials**. By operation of this Agreement, ownership and the right to possession of all Discarded Materials shall be transferred to Contractor from the Person discarding the materials (Customer and/or Generator) once such materials are placed in Containers and properly placed for Collection. If Prohibited Container Contaminants are found in Containers set out for Collection, the materials shall be considered not properly placed for Collection, and Contractor shall have the

right to reject Collection of the contaminated Containers pursuant to Section 6.2, and the ownership of materials shall remain with the Person discarding the materials (Customer and/or Generator). Except as required in the Jurisdiction's sole discretion for law enforcement purposes, at no time shall the Jurisdiction obtain any right of ownership or possession of Discarded Materials placed for collection and nothing in this Agreement shall be construed as giving rise to any inference that Jurisdiction has such rights. Refer to Section 6.1 for transfer of ownership of Discarded Materials from Contractor to Facility operator(s) of Approved/Designated Facilities.

5.2 THREE-CONTAINER SYSTEM (BLUE, GREEN, AND GRAY CONTAINERS)

Guidance: This section focuses on a three-Container system. Note that nothing prohibits a Jurisdiction from having a system with more than three Containers. This is referred to as "three-plus" throughout the Model Agreement. A common situation would be use of a fourth container; however, "three-plus" rather than "four" was used to leave room for multiple approach options for additional separation. Sections 5.5 through 5.9 may be used to include information on additional and/or alternative separation, as applicable.

SB 1383 Regulations specify that Carpets, Non-Compostable Paper, and hazardous wood waste shall not be Collected in the Green Container; and, that hazardous wood waste shall not be collected in the Blue Container or Gray Container, pursuant to 14 CCR Section 18984.1. For the purposes of the Agreement, the Model language in this Section 5.2 indicates that "Prohibited Container Contaminants" not be Collected in the Blue and Gray Containers. This term encompasses all Hazardous Waste and other materials that are not to be placed in the Blue and Green Containers. For Green Containers, exclusion of Collection of Carpets, non-Compostable paper, and textiles are identified separately, in addition to Prohibited Container Contaminants.

A. **General**. No later than January 1, 2022 or insert earlier date, if desired, Contractor shall provide a three-Container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste or Mixed Waste as specified in this Section, using Containers that comply with the requirements of Section 7.5. Guidance: For three- and three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use "Mixed Waste" in this subsection. For three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use "Gray Container Waste" in this subsection.

B. **Source Separated Recyclable Materials Collection (Blue Container)**. Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the

Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow carpets and textiles to be placed in the Gray Containers. The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers. The Containers shall comply with the requirements of Section 7.5.

C. **SSGCOW Collection (Green Container)**.

Guidance: All options provided for SSGCOW Collection anticipate that Food Waste will be Collected as part of the SSGCOW Collection program. Under SB 1383 Regulations (14 CCR Section 18984.1(c)), a Jurisdiction providing a three-Container Collection system may allow Organic Waste, such as Food Waste, to be Collected in the Gray Container provided that the contents of the Gray Container are transported to a High Diversion Organic Waste Processing Facility for Processing and Jurisdiction meets other requirements specified in 14 CCR Section 18984.1(c). In such case, this Section 5.2.C should be modified to exclude Food Waste.

1. Option 1: Established SSGCOW Collection Program with Commingling of Yard Trimmings and Food Waste (Green Container)

   Contractor shall provide Green Containers to Customers for Collection of SSGCOW and shall provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

   SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; and Compostable Plastics. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written

approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (___) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept the Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover the Compostable Plastics; the period of time the Facility will not Process and recover these materials; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event these materials are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

2. Option 2: Established Yard Trimmings Collection Program; Plan to Expand to Include Food Waste Collection (Green Container)

Contractor shall provide Green Containers to Customers for Collection of Yard Trimmings and shall provide Yard Trimmings Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section 7.5.

No later than January 1, 2022 or insert earlier date if desired, Contractor shall implement a Food Waste Collection program that allows Generators to intentionally commingle Food Waste and Yard Trimmings in the Green Containers. Contractor shall provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement and Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At

least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

3. Option 3: Established Yard Trimmings Collection Program; Plan for Food Waste to be Separately Collected (Green Container and Brown Container)

As of the Commencement Date, Contractor shall provide Green Containers for Customers for Collection of Yard Trimmings and shall provide Yard Trimmings Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weed, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section 7.5.

No later than January 1, 2022 or insert earlier date if desired, Contractor shall implement a Food Waste Collection program for all Customers. Contractor shall provide Brown Containers to Customers for Collection of Source Separated Food

Waste and shall provide Food Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Brown Containers for Processing at the Approved/Designated Organic Waste Processing Facility. The Containers shall comply with the requirements of Section 7.5. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the Food Waste program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

4. Option 4: New Collection Program needed for SSGCOW (including Yard Trimmings and Food Waste) (Green Container)

No later than January 1, 2022 or insert earlier date if desired, Contractor shall provide Green Containers to Customers for SSGCOW Collection, and shall provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an

Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps, Food-Soiled Paper, Compostable Plastics, and Yard Trimmings. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section 7.5.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example of a provision to require this is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. For the last sentence, Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

D. **Gray Container Waste Collection (Gray Container).**

Guidance: Use this Section for three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers. Delete this Section 5.2.D if using a three- or three-plus-Container system that allows Organic Waste, such as Food Waste, to be Collected in the Gray Container, and instead use Section 5.2.E, which requires that the materials be delivered to a High Diversion Organic Waste Processing Facility.

Contractor shall provide Gray Containers to Customers for Collection of Gray Container Waste, and shall provide Gray Container Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Gray Container Waste to (i) the Approved/Designated Disposal Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Disposal Facility, as specified in Section 6.1. Contractor may allow carpets and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers. The Containers shall comply with the requirements of Section 7.5.

E. **Mixed Waste Collection (Gray Container).**

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(c)), a Jurisdiction providing a three-Container Collection system may allow Organic Waste, such as Food Waste, to be Collected in the Gray Container provided that the contents of the Gray Container are transported to a High Diversion Organic Waste Processing Facility for Processing and Jurisdiction meets other requirements specified in 14 CCR Section 18984.1(c). Use this Section for three- and three-plus-Container systems that allow Organic Waste to be Collected in the Gray Containers. Delete this Section 5.2.E if using a three- or three-plus-Container system that does not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, and instead use Section 5.2.D.

Contractor shall provide Gray Containers to Customers for Collection of Mixed Waste, and shall provide Mixed Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Mixed Waste to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. Contractor may allow carpets and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers.

5.3 TWO-CONTAINER SYSTEM

Guidance: Select one of the following Container system options. If a new program must be implemented for any part of the system, include the requirement to implement and insert the date when the program must be fully implemented. SB 1383 Regulations (14 CCR Section 18984.2) require that Mixed Waste Collected in a two-

Container system is Processed at a High Diversion Organic Waste Processing Facility.

SB 1383 Regulations (14 CCR Section 18984.2) specify that carpets, Non-Compostable Paper, and hazardous wood waste shall not be collected in the Green Container; and, hazardous wood waste shall not be collected in the Blue Container or Gray Container. For the purposes of the Agreement, Model language in this Section 5.3 indicates that "Prohibited Container Contaminants" shall not be Collected in the Blue and Gray Containers. This term encompasses all Hazardous Waste and other materials that are not to be placed in the Blue and Gray Containers. For Green Containers, exclusion of Collection of Carpets, non-Compostable paper, and textiles are identified separately, in addition to Prohibited Container Contaminants.

A. Option 1: SSGCOW and Mixed Waste Two-Container System (Green and Gray Containers)

No later than January 1, 2022 or insert earlier date if desired, Contractor shall provide a two-Container Collection program for all Customers for Collection of SSGCOW and Mixed Waste, as specified in this Section and Exhibits A, B, and C.

Contractor shall provide Green Containers to Customers for the Collection of SSGCOW, and shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; and Compostable Plastics. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpet, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.2(a)(1)(C)), Jurisdictions may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW Collection program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

Contractor shall provide Gray Containers to Customers for Collection of Mixed Waste, and shall allow Generators to intentionally commingle all Mixed Waste, excluding SSGCOW, in the Gray Containers. Contractor shall Transport the contents of the Gray Containers to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transfer and Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the Gray Containers. Guidance: Under SB 1383 Regulations (14 CCR Section 18984.2), Mixed Waste Collected in a two-Container system must be sent to a High Diversion Organic Waste Processing Facility; or, it may be sent to a Transfer Facility, if it is subsequently sent to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.

The Containers shall comply with the requirements of Section 7.5.

B. Option 2: Source Separated Recyclable Materials and Mixed Waste (Blue and Gray Containers)

No later than January 1, 2022 or insert earlier date if desired, Contractor shall provide a two-Container Collection program for all Customers for Collection of Source Separated Recyclable Materials and Mixed Waste as specified in this Section and Exhibits A, B, and C.

Contractor shall provide Blue Containers to Customers for the Collection of Source Separated Recyclable Materials, and shall Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of acceptable types of (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow allows carpets and textiles to be placed in the Gray Containers. The Parties agree that Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers.

Contractor shall provide Gray Containers to Customers for Collection of Mixed Waste, and shall allow Generators to intentionally commingle all Mixed Waste, excluding Source Separated Recyclable Materials, in the Gray Containers. Contractor shall Transport the contents of the Gray Container to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transfer and Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the Gray Containers. Guidance: Under SB 1383 Regulations (14 CCR Section 18984.2), Mixed Waste Collected in a two-Container system must be Processed at a High Diversion Organic Waste Processing Facility. The Mixed Waste may be directly Transported to the High Diversion Organic Waste Processing Facility; or, may be sent to a Transfer Facility for subsequent Transfer and Transport to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.

The Containers shall comply with the requirements of Section 7.5.

C. Option 3: Use of Split Containers (see Section 5.5, Use of Split Container Systems)

Guidance: In a two-Container system, SB 1383 Regulations (14 CCR Section 18984.2) do not require that Jurisdictions provide two Containers, but allows Jurisdictions to provide a Container or Containers that are split or divided into segregated sections, instead of an entire Container, as long as the lids or bodies of the separate sections of Split Containers comply with the Container color requirements and material limitations specified in 14 CCR Section 18984.2 (refer to Section 7.5 of this Model). Jurisdictions can provide a Split Container for SSGCOW and Mixed Waste or for Source Separated Recyclable Materials and Mixed Waste. See Section 5.5 herein for a description of Split Containers and examples of how to include provisions in the Agreement.

5.4 ONE-CONTAINER (UNSEGREGATED) SYSTEM (GRAY CONTAINERS)

Contractor shall implement a one-Container Collection system for all Customers, no later than January 1, 2022 or insert earlier date if desired. Contractor shall provide Gray Containers to Customers for the Collection of Mixed Waste, and shall provide Mixed Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall allow Generators to intentionally commingle all Mixed Waste in the Gray Containers. Contractor shall Transport the contents of the Gray Containers to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transfer and Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. The Containers shall comply with the requirements of Section 7.5. Guidance: SB 1383 Regulations (14 CCR Section 18984.3) require that Mixed Waste in a one-Container system is Processed at a High Diversion Organic Waste Processing Facility. The Mixed Waste may be directly Transported to the High Diversion Organic Waste Processing Facility; or, may be sent to a Transfer Facility for subsequent Transfer and Transport to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.

SB 1383 Regulations do not prohibit use of plastic bags in a one-Container system nor place any specific requirements on the use of plastic bags in these systems; therefore, no example language has been provided. If a Jurisdiction has specific requirements for use of bags, they should amend this section and provide relevant specifications. Note that Jurisdictions with a one-Container system that use bagged co-collection strategies to separate materials (e.g., Food Waste is separated and placed in bags that are then placed in the Gray Container for Mixed Waste Collection), will still need to send all materials Collected to a High Diversion Organic Waste Processing Facility (i.e., bags may not be removed and sent to a Composting Facility or other Processing Facility that is not a High Diversion Organic Waste Processing Facility).

5.5 USE OF SPLIT-CONTAINER SYSTEMS

A. Example Split-Container Systems

Guidance: Pursuant to SB 1383 Regulations (14 CCR Sections 18984.1(a)(6) and 18984.2(d)), a Jurisdiction may choose a Collection system that relies on a Container or Containers that are split or divided into segregated sections, instead of an entire Container, as long as the lids or bodies of the separate sections of a Split-Container comply with the Container requirements and material limitations specified in 14 CCR Section 18984.1 for three-Container systems and 14 CCR Section 18984.2 for two-Container systems, as further described in Section 7.5 of this Agreement. Jurisdictions' decisions to use Split-Containers is most commonly driven by objectives related to maintaining a high-quality Source Separated stream of materials, Processing facility capabilities, number of Collection vehicles, and other local factors.

Note that in this Section when referencing three-stream systems, Gray Container Waste is used for the materials Collected in the Gray Containers assuming that no Organic Waste is allowed for Collection in the Gray Containers. If the three-stream system allows for Organic Waste, such as Food Waste, to be Collected in the Gray Container, change "Gray Container Waste" to "Mixed Waste".

Examples of Split-Containers that can be used include, but are not limited to, the following:

1. Split-Container Options for Three-Stream System

    a. Gray/Green Split-Container (Gray Container Waste/SSGCOW) and a Blue Container (Source Separated Recyclable Materials);

    b. Blue/Gray Split-Container (Source Separated Recyclable Materials/Gray Container Waste) and a Green Container (SSGCOW); or,

    c. Blue/Green Split-Container (Source Separated Recyclable Materials/SSGCOW) and a Gray Container (Gray Container Waste

2. Split-Container Options for Three-Plus-Stream System

    a. Gray/Brown Split-Container (Gray Container Waste/Food Waste) with a Blue Container (Source Separated Recyclable Materials) and Green Container (SSGCOW);

    b. Blue Split-Container (Dual-Stream SSBCOW and Non-Organic Recyclables) with Gray Container (Gray Container Waste) and Green Container (SSGCOW);

    c. Gray/Blue Split-Container (Gray Container Waste/Source Separated Recyclable Materials), Green/Brown Split Container (SSGCOW/Food Waste);

d. Gray/Green Split-Container (Gray Container Waste/SSGCOW), Blue Split-Container (Dual-Stream SSBCOW and Non-Organic Recyclables); or,

e. Blue/Gray Split-Container (Source Separated Recyclable Materials/Gray Container Waste), Green/Brown Split Container (SSGCOW/Food Waste).

3. Split Container Options for Two-Stream Split-Container Systems

a. Gray/Blue Split-Container (Mixed Waste/Source Separated Recyclable Materials); or,

b. Gray/Green Split-Container (Mixed Waste/SSGCOW).

B. **Split-Container Collection Description**

Guidance: Because there are a multitude of possible combinations of Split-Container options, providing example contract provisions is challenging. To provide Jurisdictions with a starting point for customizing their contract language, three examples are provided below to illustrate Split-Container programs. Jurisdictions will need to adapt one of these descriptions to fit the specific characteristics of its Split-Container program, if applicable.

For three-, three-plus-, and two-Container systems, SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) specify that Carpets, Non-Compostable Paper, and hazardous wood waste shall not be collected in the Green Container; and, that hazardous wood waste shall not be collected in the Blue Container or Gray Container. For the purposes of the Agreement, Model language in this Section 5.5 indicates that "Prohibited Container Contaminants" not be Collected in the Blue and Gray Containers. This term encompasses all Hazardous Waste and other materials that are not to be placed in the Blue and Gray Containers. For Green Containers, exclusion of Collection of carpets, Non-Compostable Paper, and textiles are identified separately, in addition to Prohibited Container Contaminants.

1. Option 1: Two-Stream Split-Container System (Blue and Gray Split-Container) Contractor shall provide Split-Containers to Customers and Split-Container Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall allow Generators to place Mixed Waste in the gray section of the Split-Container and shall Collect and Transport the Mixed Waste to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the gray portion of the Split Containers. Guidance: Under SB 1383 Regulations (14 CCR Section 18984.2), Mixed Waste Collected in a two-Container system, including Split-Containers, must Processed at a High Diversion Organic Waste Processing Facility. The Mixed Waste may be directly Transported to the High Diversion Organic Waste Processing Facility; or, may be

sent to a Transfer Facility for subsequent Transfer and Transport to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.

Contractor shall allow Generators to place Source Separated Recyclable Materials in the blue section of the Split Container and shall Collect and Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1. The Split-Containers shall comply with the requirements of Section 7.5.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and, (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow allows carpets and textiles to be placed in the Gray Containers. The Parties agree that accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue portion of the Split-Containers.

2. Option 2: Three-Stream Split-Container System (Blue and Gray Split-Container, Green Container). Contractor shall provide Split-Containers to Customers and Split-Container Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall allow Generators to place Gray Container Waste in the gray section of the Split-Container and shall Collect and Transport the Gray Container Waste to the Approved/Designated Transfer Facility or the Approved/Designated Disposal Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the gray portion of the Split-Containers.

Contractor shall allow Generators to place Source Separated Recyclable Materials in the blue section of the Split Container and shall Collect and Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Source Separated Recyclable Materials such as: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and, (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow allows carpets and textiles to be placed in the Gray Containers. The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue portion of the Split-Containers.

Contractor shall provide Green Containers to Customers for Collection of SSGCOW and shall provide SSGCOW Collection services, as described in Exhibits A, B, and C. Contractor shall Transport the SSGCOW to Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1. The Split Containers shall comply with the requirements of Section 7.5.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Compostable Plastics and Yard Trimmings, which are defined below. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed

amendment to the Agreement, and such approval shall not be unreasonably withheld.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (___) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept the Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover the Compostable Plastics; the period of time the Facility will not Process and recover these materials; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event these materials are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

3. Option 3: Three-Plus-Stream Split-Container System (Gray and Brown Split-Container, Green Container, Blue Container). Contractor shall provide a three-Container system that relies on use of a Split-Container and two, undivided Containers. Contractor shall provide Split-Containers to Customers and Split-Container Collection service for Gray Container Waste and Food Waste, as described in Exhibits A, B, and C of this Agreement. Contractor shall allow Generators to place Gray Container Waste in the gray section of the Split Container and shall Collect and Transport the Gray Container Waste to (i) the Approved/Designated Disposal Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Disposal Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the gray portion of the Split-Containers. Contractor shall allow Generators to place Source Separated Food Waste in the brown section of the Split-Container and shall Collect and Transport the Food Waste to (i) the

Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Brown Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the Food Waste program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

Contractor shall provide Green Containers to Customers for Yard Trimmings Collection, as described in Exhibits A, B, and C, and shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Yard Trimmings that are to be accepted for Collection in the Yard Trimmings Collection program include the following: _____.
Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting

from normal yard and landscaping installation, maintenance, or removal. The Parties agree that the accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Contractor shall provide Blue Containers to Customers for Source Separated Recyclable Materials Collection, as described in Exhibits A, B, and C, and shall Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Source Separated Recyclable Materials such as: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and, (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow allows carpet and textiles to be placed in the Gray Containers. The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction, provided that in all cases SSBCOW is are included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers.

The Containers shall comply with the requirements of Section 7.5.

5.6 USE OF PLASTIC BAGS FOR SSGCOW COLLECTION

Guidance: For SSGCOW Collection in three- and two-Container Collection systems, SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) allow for Collection of SSGCOW in plastic bags in the Green Containers, with some limitations to assure that the Processing Facility can remove the plastic bags. Options 1 and 2 below present example language for applicable Collection scenarios.

Note that the use of plastic bags is also allowed for Collection of Source Separated Recyclable Materials, SSBCOW, Gray Container Waste, and Mixed Waste in three-, three-plus-, two-, and one-Container Collection systems, and SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in these cases. For

this reason, no example language is provided in this Section. Similarly, a Jurisdiction may wish to have Generators collect SSGCOW in paper bags for Collection; however, no specific provisions exist in the regulations regarding SSGCOW Collection in paper bags, so no example provisions have been provided. Use of compostable bags is covered as a type of Compostable Plastic, which is reflected in Green Container Collection under Sections 5.2.C and 5.3.A.

A. Option 1: Food Waste in Plastic Bags in the Green Containers

Guidance: This option may be used when a Jurisdiction wants to provide Customers and Generators convenient options for the handling of Food Waste or when the Approved/Designated Organic Waste Processing Facility will handle the Food Waste separately from the Yard Trimmings and will pull the bagged Food Waste when the materials are unloaded at the Approved/Designated Facility for separate Processing. If the Jurisdiction has specific requirements for the bag specifications or colors, amend this Section to reflect those requirements.

Contractor shall allow Customers and Generators to place Food Waste in plastic bags and put the bagged Food Waste in the Green Container. At least ___ (__) months prior to the commencement of the use of plastic bags for the Food Waste program, Contractor shall provide written notification to the Jurisdiction that allowing the use of bags does not inhibit the ability of the Jurisdiction to comply with SB 1383 Regulations, and that the Approved Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept plastic bags, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover plastic bags; the period of time the Approved Facility will not Process and recover plastic bags; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4. Guidance: This is optional and dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to select Liquidated Damages and/or event of default as possible remedies, but this is not required or specified in SB 1383 Regulations.

B. Option 2: SSGCOW in Plastic Bags in the Green Containers

Guidance: This option may be used when a Jurisdictions wants to provide Customers and Generators convenient options for handling Food Waste and/or Yard Trimmings.

If there are specific requirements for the bag specifications or colors, amend this Section to reflect the requirements.

Contractor shall allow Customers and Generators to place SSGCOW in plastic bags and put the bagged SSGCOW in the Green Container. At least ___ (__) months prior to the commencement of the use of plastic bags for the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that allowing the use of bags does not inhibit the ability of the Jurisdiction to comply with SB 1383 Regulations, and that the Approved Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and remove the plastic bags when it recovers SSGCOW. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept plastic bags, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover plastic bags; the period of time the Approved Facility will not Process and recover plastic bags; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4. Guidance: This is optional and dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to select Liquidated Damages and/or event of default as possible remedies, but this is not required or specified in SB 1383 Regulations.

5.7 UNCONTAINERIZED YARD TRIMMINGS COLLECTION

Guidance: SB 1383 Regulations (14 CCR Sections 18984.1(e), 18984.2(f), and 18984.3(f)) allow for uncontainerized Yard Trimmings Collection for three-, three-plus-, two-, and one-Container systems. Uncontainerized Yard Trimmings Collection Service is defined by 14 CCR Section 18982(a)(75) as Collection service that Collects Yard Trimmings placed in a pile or bagged for Collection on the street in front of a Generator's house or place of business for Collection and Transport to a Facility that recovers SSGCOW. If the Jurisdiction chooses to use uncontainerized Yard Trimmings Collection, SB 1383 Regulations require that Generators receiving that service must be provided a Collection service for the Collection of other Organic Waste not Collected in the uncontainerized Yard Trimmings Collection service. SB 1383 Regulations (14 CCR Sections 18984.1(e), 18984.2(f), and 18984.3(f)) include conditions on the Collection of other Organic Waste, including whether or not the uncontainerized Yard Trimmings Collection service is year-round or seasonal/intermittent. These conditions are illustrated through the various options below. In the following examples the general term "uncontainerized" is used; however, the Jurisdiction may wish to substitute a different term that describes their program (e.g., "On-street Collection," "Loose-in-the-street Collection," etc.). The options presented below are drafted for Single-Family Customers.

If the uncontainerized Yard Trimmings Collection services is provided to Multi-Family Customers, Commercial Customers, and/or the Jurisdiction's facilities, amend as needed.

A. Option 1: Year-Round Uncontainerized Collection

Guidance: SB 1383 Regulations (14 CCR Sections 18984.1(e)(2), 18984.2(f)(2), and 18984.3(f)(1)) specify that if an uncontainerized Yard Trimmings Collection service is provided year-round, Generators receiving that service must be provided a Collection service for the Collection of other Organic Waste in a manner that complies with SB 1383 Regulations. Below are two options to fulfill this requirement.

1. Option 1a: Uncontainerized System for Yard Trimmings; Green Container Collection for Commingled SSGCOW

Contractor shall provide year-round uncontainerized Yard Trimmings Collection services, as described in Exhibit A, for Single-Family Customers. In addition to the uncontainerized Yard Trimmings Collection service, Contractor shall provide Customers with Green Containers, pursuant to Section 7.5, for SSGCOW Collection and provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

2. Option 1b: Uncontainerized System for all Yard Trimmings; Brown Container for Food Waste

Contractor shall provide year-round uncontainerized Yard Trimmings Collection services, as described in Exhibit A, for Single-Family Customers. In addition to the uncontainerized Yard Trimmings Collection service, Contractor shall provide Customers with Brown Containers, pursuant to Section 7.5, for Source Separated Food Waste, and provide Food Waste Collection Service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

B. Option 2: Intermittent or Seasonal Uncontainerized Collection

Guidance: SB 1383 Regulations (14 CCR Sections 18984.1(e)(1) and 18984.2(f)(1)) specify that if an uncontainerized Yard Trimmings Collection service is provided intermittently or on a seasonal basis, a Green Container is still provided for Collection of SSGCOW whenever the uncontainerized service is not provided. Note that Collection service for other SSGCOW (e.g., Food Waste and SSBCOW) is not included in uncontainerized Yard Trimmings Collection service and must always be provided separately. Below are two options to fulfill this requirement. These options

are presented for Single-Family Customers, but could be expanded for Multi-Family and Commercial Customers.

1. Option 2a: Seasonal Uncontainerized Yard Trimmings; Year-Round Commingled SSGCOW Collection (Green Containers)

Contractor shall provide seasonal uncontainerized Yard Trimmings Collection service between insert timeframe and insert timeframe, as described in Exhibit A, for Single-Family Customers of this Agreement, and shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

On a year-round basis, Contractor shall also provide Green Containers, pursuant to Section 7.5, for the Collection of commingled SSGCOW, and provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1. Guidance: This could be accomplished through a Split-Container program.

2. Option 2b: Seasonal Uncontainerized Yard Trimmings; Separate Food Waste Collection (Brown Containers)

Contractor shall provide seasonal uncontainerized Yard Trimmings Collection service between insert timeframe and insert timeframe, as described in Exhibit A, for Single-Family Customers of this Agreement and shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

During the periods of time when the seasonal uncontainerized Yard Trimmings Collection service is not provided, Contractor shall provide Yard Trimmings Collection service using Green Containers, pursuant to Section 7.5, for the Collection of Yard Trimmings and provide Yard Trimmings Collection service, as described in Exhibits A, B, and C of this Agreement,. Contractor shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Contractor shall provide year-round Food Waste Collection service using Brown Containers, pursuant to Section 7.5, for the Collection of Source Separated Food Waste and provide Food Waste Collection service, as described in Exhibits A, B,

and C of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

C. **Accepted Yard Trimmings**. Yard Trimmings that are to be accepted for Collection include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement and such approval shall not be unreasonably withheld.

5.8 FOOD WASTE COLLECTION (BROWN CONTAINERS)

Guidance: At its option, a Jurisdiction may choose to provide separate Food Waste Collection as part of its SSGCOW Collection service, which can be structured in a multitude of ways. One such structure could be providing the service to all Customers or only offering additional Food Waste segregation service to certain Customers or sector types. For example, a Jurisdiction may establish a program where SSGCOW Collection service (Green Container Collection) is provided and mandatory for all Customers, and Source Separated Food Waste Collection service (Brown Container Collection) is additionally provided to Commercial Customers that generate a significant amount of Food Waste (e.g., restaurants, cafeterias, assisted-living facilities, hospitals, Supermarkets, or other Commercial Premises where food is prepared, sold, and/or consumed). A separate Food Waste Collection program is also considered when Jurisdictions have access to a Processing facility (such as an anaerobic digester at a water treatment plant) that can handle only very clean, uncontaminated Food Waste.

No later than January 1, 2022 or insert earlier date if desired, Contractor shall provide Brown Containers to Customers for Collection of Source Separated Food Waste, and shall provide Food Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Prior to program implementation, Contractor shall develop a detailed plan and timeline for distribution of new Brown Containers to Customers. Contractor shall submit the plan to the Jurisdiction Contract Manager at minimum of one hundred and twenty (120) days prior to the commencement date of the Food Waste program for review and approval by Jurisdiction Contract Manager. When the distribution of Containers commences,

Contractor shall provide a daily email or verbal report to the Jurisdiction Contract Manager on the status of the Container distribution process, areas of concerns and proposed resolutions, and other relevant information. The detailed plan shall include a description of the education and outreach efforts that will accompany the Container distribution process and commencement of the Food Waste program.

Guidance: Under SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2), Jurisdictions may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. For the last sentence, Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Brown Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the Food Waste program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has, and will continue to have, the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Approved Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

5.9 OTHER ORGANIC STREAMS

Guidance: Jurisdictions using a three-Container system may choose to include Collection service for additional types of SSGCOW not specified in this Article using additional Containers, or sections of Split Containers, in any color provided the colors do not conflict with the Container color requirements of SB 1383 Regulations (14 CCR Section 18984.1), as specified in Section 7.5. An example is provided below..

Contractor shall offer Collection of insert material type using insert unique color Containers, pursuant to Section 7.5. This material shall be Processed at an Approved/Designated Processing Facility and not Disposed. The Tonnage of material type Collected shall be reported in the Contractor's monthly Tonnage report.

5.10 JURISDICTION SERVICES

Guidance: SB 1383 Regulatory requirements for Organic Waste Collection and Processing are applicable to materials Collected from Jurisdictions' facilities. For this reason, example language is provided here and in Exhibit C to illustrate approaches for addressing these requirements.

Option 1: Exclusive Franchise Agreements

Contractor shall provide Collection services to Jurisdiction's facilities in the manner specified Exhibit C. The Jurisdiction facilities to be serviced by Contractor and the Service Levels for Discarded Materials Collection, as of the Commencement Date of this Agreement, are specified in Exhibit C.

Guidance: Some Jurisdictions receive these services "at no additional charge" while others pay for the services. Jurisdiction may wish to include a paragraph in this Section specifying the payment structure for these services. Jurisdiction's legal counsel is advised to provide input on this item.

Option 2: Non-Exclusive Franchise Agreements

Contractor shall provide Collection services to Jurisdiction's facilities in the manner specified Exhibit C. The Jurisdiction facilities to be serviced by Contractor and the Service Levels for Discarded Materials Collection, as of the Commencement Date of this Agreement, are specified in Exhibit C.

Contractor shall provide Collection services to Jurisdiction in the same manner it provides Collection services to Commercial Customers in accordance with this Article and Exhibit C.

Guidance: Jurisdictions may have different specifications regarding the rates paid for these services. Jurisdictions may wish to include a sentence at the end of this section specifying any such details regarding rates and payment structure for these services.

5.11 C&D COLLECTION

Guidance: Pursuant to 14 CCR Section 18989.1, SB 1383 Regulatory requirements are applicable to Organic Waste included in C&D materials. For this reason, example language is provided here and in Exhibit D to illustrate approaches for addressing these requirements. Only include this Section if C&D Collection and Processing services are included in the scope of the Jurisdiction's franchise agreement. Note that in Option 1, the provision limits C&D Collection to C&D Collection Sites, as defined. This limitation assists in delineating C&D Collection services from Gray Container Waste/Mixed Waste Collection services, particularly when a Jurisdiction may have an exclusive agreement for Gray Container Waste/Mixed Waste Collection and non-exclusive for C&D Collection. Some Jurisdictions may choose to broaden this to Collection of any C&D.

Option 1: Non-Exclusive Right to Collect C&D Materials

Contractor shall Collect C&D materials from C&D Collection Sites from Customers that subscribe to its C&D Collection services and Transport the C&D to (i) the Approved/Designated C&D Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated C&D Processing Facility, as specified in Section 6.1. Contractor shall provide C&D Collection and Processing services in accordance with Exhibit D of this Agreement. Contractor shall charge Customers for C&D Collection services at Rates agreed upon by Generators and Contractor and consistent with the requirements of Article 10.

Option 2: Exclusive Right to Collect C&D Materials

Contractor shall Collect C&D materials from all Customers that subscribe to its C&D Collection services and Transport the C&D to (i) the Approved/Designated C&D Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated C&D Processing Facility, as specified in Section 6.1. Contractor shall provide C&D Collection and Processing services in accordance with Exhibit D of this Agreement. Contractor shall charge Customers for C&D Collection services at Jurisdiction-approved Rates set pursuant to Article 10.

5.12 BULKY ITEMS AND REUSABLE MATERIALS COLLECTION

Guidance: Providing a Bulky Items and Reusable Materials Collection program is not required under SB 1383 Regulations. However, Jurisdictions that have these programs should be aware that the Organic Waste Collection and Processing requirements of SB 1383 Regulations are applicable to any the Bulky Items and Reusable Materials Collected that are defined as Organic Waste. For this reason, example language is provided here and in Exhibits A and B to illustrate approaches for addressing these requirements. Some Jurisdictions, particularly those with exclusive franchise agreements, require the Contractor's provision of Bulky Item Collection, and in some cases, Reusable Materials Collection services. Below is an example provision for this type of service. In this case, the program would likely be categorized as a program offering the Customers a high-level of service. Alternative approaches and/or requirements that call for fewer Collection events can reduce costs.

Contractor shall offer scheduled neighborhood clean-up days for Collection of Bulky Items, Reusable Materials, and other materials for Single-Family Customers as described in Exhibit A. In addition, Contractor shall provide on-call Bulky Item Collection services to Single-Family and Multi-Family Customers each year as described in Exhibits A and B. Pursuant to Exhibits A and B, Contractor shall Transport all Bulky Items and Reusable Materials Collected under this Agreement to the appropriate facility.

5.13 SPECIAL EVENTS COLLECTION

Guidance: SB 1383 Regulations do not require Contractor to provide special events collection; however, Organic Waste Collection and Processing requirements are applicable to Organic Waste Collected during special events.

This Section provides an example of a three-stream Collection system for events. It

anticipates that Gray Container Waste will be Collected assuming that no Organic Waste is allowed for Collection in the Gray Containers. If the three-stream system allows for Organic Waste, such as Food Waste, to be Collected in the Gray Containers, change "Gray Container Waste" to "Mixed Waste". If a two- or one-stream system is to be provided, amend this Section as needed.

A. **General**. Contractor shall provide Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste services at up to ___ (__) special events, examples of which are identified in Exhibit C, per Rate Period at no additional charge to the event or Jurisdiction. The Contractor may provide service for additional events at the Jurisdiction-approved Rate. Contractor shall provide the special event services to other events that are sponsored by Jurisdiction upon thirty (30) calendar days' advance request by the Jurisdiction Contract Manager. Special event services include: _____. Guidance: Insert a description or list of special event services here or create an Exhibit with a list and reference the Exhibit here.

B. **Event Collection Stations**. Contractor shall provide and set-up event Collection stations for Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste at Jurisdiction-sponsored special events. Each event Collection station shall include a separate Cart for each of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste, as appropriate. Contractor shall provide a sufficient number of event Collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with the event organizer. Collection stations shall utilize the same Carts used to provide services to Single-Family Customers, unless alternative Containers are approved by the Jurisdiction. Contractor shall provide liners/bags for the Carts at the Collection stations, and shall line the Carts as a part of the station set-up. Collection stations shall include adequate signs and labeling.

C. **Collection Station Monitors**. Upon request, Contractor shall provide up to six (6) Collection station monitors who shall be present for the duration of each special event. Contractor shall require Collection station monitors to monitor event Collection stations and educate event attendees and vendors about what materials are acceptable in each Collection station Cart. The Jurisdiction shall be responsible for Transporting materials contained in event Collection stations to Drop Boxes, which will subsequently be Collected by the Contractor. Station monitors will also sort materials both at the Collection stations and at the Drop Boxes to ensure that they are properly separated.

D. **Consolidation Containers**. Upon request, Contractor shall provide Containers for the aggregation of material removed from event Collection stations during the course of the event. Contractor shall provide Containers in sufficient number of appropriate type(s) for the needs of the event as determined by Contractor in cooperation with the event organizer. Contractor shall service Containers, as agreed-upon with the event

organizer, and deliver Collected materials to the appropriate Approved/Designated Facility for Processing and/or Disposal.

E. **Public Education Booth**. Upon request of either the Jurisdiction Contract Manager or the event organizer, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor under this Agreement and the benefits of source reduction, reuse, Recycling, and Composting. Contractor shall comply with the non-English language requirements for the public education materials provided, in accordance with Section 6.3.J.

F. **Reporting**. Within fourteen (14) calendar days of the end of the event, Contractor shall submit a report to the Jurisdiction Contract Manager and event organizer. The report should include, at a minimum: the number of event collection stations deployed at the event, the number of Collection station monitors, the Tonnage of each material type (i.e., Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste) Collected, and a description of the public education provided at the event.

G. **Coordination with Others**. Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner.

H. **Service to Additional Special Events**. For special events that are not identified in Exhibit C or otherwise hosted or sponsored by the Jurisdiction, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.

ARTICLE 6: OTHER SERVICES

6.1 TRANSFER, PROCESSING, AND DISPOSAL

Guidance: Jurisdictions secure Transfer, Processing, and Disposal services using different approaches that impact the requirements of the Contractor. For this reason, two different contract options are provided. The first option addresses a situation in which the Jurisdiction relies on their franchise hauler to provide or arrange for the Facilities needed. The second option addresses scenarios in which Jurisdictions: (i) separately contract for Facility services directly with the Facility operator; and/or, (ii) own or participate in ownership of Facilities. Since several Facilities are often used to meet the Transfer, Processing, and Disposal needs, Jurisdictions often use a combination of these approaches. The Jurisdiction might contract these services to a variety of entities or combination of entities, either directly or through their Solid Waste franchisee(s). Jurisdictions will likely need to customize the language to fit their specific circumstances, which may involve using a combination of the approaches, if some Facilities are selected

by hauler and others by the Jurisdiction.

The options presented below reflect an assumed set of Facility types that complies with SB 1383 Regulations, including, but not limited to 14 CCR, Division 7, Chapter 12, Articles 2 and 3, and 14 CCR Division 7, Chapter 3, Article 6, for the different Collection system options. Organic Waste may be sent to other types of Facilities or activities provided such Facilities or activities constitute a reduction in Landfill Disposal pursuant to SB 1383 Regulations (14 CCR Section 18983.1(b)).

Option 1: Selection of Facilities by Contractor

A. Contractor shall Transport all Discarded Materials to the Approved Facility(ies) specified in Exhibit E and shall Transfer, Process, and Dispose of Discarded Materials in accordance with this Section and Exhibit E. The Approved Facilities shall comply with the following requirements.

Option 1A: Three-Container System (Blue, Green, and Gray Containers) (Standard Compliance Approach)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste/Mixed Waste Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the Processing Facility or Disposal Facility.

2. **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers)**. Contractor's Approved Recyclables Processing Facility shall be a Facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.

3. **Approved Organic Waste Processing Facility (Green Containers)**. Contractor's Approved Organic Waste Processing Facility shall be a Facility that Processes Single-Family, Multi-Family, and Commercial SSGCOW to recover Source Separated Organic Waste.

4. **Approved Disposal Facility (Gray Containers)**. Contractor's Approved Disposal Facility shall be a Disposal Facility that accepts Single-Family, Multi-Family, and Commercial Gray Container Waste Collected in accordance with this Agreement for Disposal. Guidance: Include this subsection if the three- or three-plus-Container system does not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is allowed to be Collected in the Gray Container, and use instead the Approved High Diversion Organic Waste Processing Facility subsection below.

Guidance for Option 1A: A Jurisdiction using a three- or three-plus-Container Collection system that does not allow Organic Waste, such as Food Waste to be

Collected in the Gray Container is not required to deliver its Gray Container Waste to a High Diversion Organic Waste Processing Facility. However, a Jurisdiction may voluntarily choose to send its Gray Container Waste to such a facility, in which case the Jurisdiction shall also include Approved High Diversion Organic Waste Processing Facility from below.

5. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Include this subsection if the three- or three-plus-Container system allows Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is not allowed to be Collected in the Gray Container, and use instead the Approved Disposal Facility subsection above.

   Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e), for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1B: Three-Container System (Blue, Green, and Gray Containers) (Performance-Based Compliance Approach, which specifies Facility types/standards for Source Separated Recyclable Materials and Organic Waste Processing)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste/Mixed Waste Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the Processing Facility or Disposal Facility.

2. **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers)**. Contractor's Approved Source Separated Recyclable Materials Processing Facility shall be a Facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.

3. **Approved Organic Waste Processing Facility (Green Containers)**. Contractor's Approved Organic Waste Processing Facility shall be a facility that: (i) Processes Single-Family, Multi-Family, and Commercial SSGCOW Collected in accordance with this Agreement; and, (ii) is a "transfer/processor" or "composting operation" or "composting Facility" as defined within the definition of

"Designated Source Separated Organic Waste Processing Facility" in 14 CCR Section 18982(a)(14.5). Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(14.5)), note that the composting operation or composting Facility shall be as defined by 14 CCR Section 18815.2(a)(13), which includes in-vessel digestion operations and Facilities. In addition, the composting and in-vessel operations or Facilities must be a Facility that demonstrates that the percent of the material removed for Landfill Disposal that is Organic Waste is less than twenty percent (20%) on and after January 1, 2022 and less than ten percent (10%) on and after January 1, 2024; and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.57.

4. **Approved Disposal Facility (Gray Containers)**. Contractor's Approved Disposal Facility shall be a Disposal Facility that accepts Single-Family, Multi-Family, and Commercial Gray Container Waste Collected in accordance with this Agreement for Disposal. Guidance: Include this subsection if the three- or three-plus Container system does not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is allowed to be Collected in the Gray Container, and use instead the Approved High Diversion Organic Waste Processing Facility subsection below.

Guidance for Option 1A: A Jurisdiction using a three- or three-plus Container Collection system that does not allow Organic Waste, such as Food Waste to be Collected in the Gray Container is not required to deliver its Gray Container Waste to a High Diversion Organic Waste Processing Facility. However, a Jurisdiction may voluntarily choose to send its Gray Container Waste to such a Facility, in which case the Jurisdiction shall include Approved High Diversion Organic Waste Processing Facility language below.

5. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Include this subsection if the three- or three-plus-Container system allows Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is not allowed to be Collected in the Gray Container, and use instead the Approved Disposal Facility subsection above.

Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e), for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1C: Two-Container System for Source Separated Recyclable Materials and Mixed Waste (Blue and Gray Containers)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials and Mixed Waste Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the applicable Processing Facility.

2. **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers)**. Contractor's Approved Source Separated Recyclable Materials Processing Facility shall be a facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.

3. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty percent (50%) between January 1, 2022 and December 31, 2024, and seventy-five percent (75%) after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1D: Two-Container System for SSGCOW and Mixed Waste (Green and Gray Containers)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial SSGCOW and Mixed Waste Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the applicable Processing Facility

2. **Approved Organic Waste Processing Facility (Green Containers)**. Contractor's Approved Organic Waste Processing Facility shall be an Organic Waste Processing Facility that Processes Single-Family, Multi-Family, and Commercial SSGCOW to recover Source Separated Organic Waste.

3. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this

Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1D: One-Container System for Mixed Waste (Gray Containers)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Mixed Waste, Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the High Diversion Organic Waste Processing Facility.

2. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

B. **Allowable Organic Waste Facilities**. If Contractor is interested in Transporting Discarded Materials to a type of Facility that is not described above, Contractor shall obtain written approval from the Jurisdiction Contract Manager and such Facilities or activities shall constitute a reduction in Landfill Disposal pursuant to 14 CCR Section 18983.1(b). If Contractor is interested in using a Facility, operation, or activity not listed above and not specifically identified in 14 CCR Section 18983.1(b), Contractor shall be responsible for securing the necessary approvals from CalRecycle, pursuant to 14 CCR Section 18983.2, that the Facility's process or technology constitutes a reduction in Landfill Disposal prior to the Jurisdiction's final approval of such Facility or activity.

C. **Guaranteed Capacity and Facility Standards**. Contractor shall guarantee Transfer, Processing, and Disposal capacity at the Approved Facility(ies) to receive all

Discarded Materials Collected by the Contractor throughout the Term of the Agreement and shall comply with Facility standards specified in Exhibit E.

D. **Other Facility Provisions**. Exhibit E describes other Facility provisions including, but not limited to, use of Alternative Facilities, contamination monitoring of Discarded Materials received at the Approved Facilities, emergency conditions, and more.

E. **Transportation and Facility Costs**. Contractor shall pay all costs for the Transport, Transfer, Processing, and/or Disposal of Discarded Materials Collected in accordance with this Agreement. Contractor's compensation for such services is included in the Rates charged to Customers.

F. **Subcontractor**. Guidance: There may be other forms of arrangements between a Facility and a Contractor/Jurisdiction other than a Subcontractor, and subcontracting is optional; however, subcontracting is a common example of such a relationship and an example provision has been provided for that purpose. If the Contractor does not own or operate one or more of the Approved Facilities, Contractor shall enter into a subcontract agreement with the owner or operator of such Approved Facility(ies) and the requirements of Section 6.1 and Exhibit E shall pertain to the Subcontractor. In addition, Subcontractor requirements or obligations related to indemnification (Section 11.1) and insurance requirements (Section 11.2) shall apply, as well as any other Subcontractor requirements or obligations stated in other sections of this Agreement.

G. **Transportation to Non-Approved Facilities Prohibited.** If Contractor Transports Discarded Materials to a Facility other than the Approved Facility(ies) or an Alternative Facility without prior Jurisdiction approval, Contractor's failure to comply may result in assessment of Liquidated Damages pursuant to Section 12.7 and Exhibit F.

Option 2: Selection of Facilities by Jurisdiction

A. **Designation of Facilities**. Contractor shall Transport all Discarded Materials Collected in accordance with this Agreement to the Designated Facility(ies) appropriate for each type of Discarded Materials. Once Collected materials are deposited by Contractor at the appropriate Designated Facility(ies), ownership of such materials shall transfer from the Contractor to the owner or Facility operator of the Designated Facility(ies), subject to the provisions/limitations of that Facility or contract. The Contractor is not responsible for providing Transfer, Processing, or Disposal services unless otherwise provided in Section 6.1 and Exhibit E.

Guidance for above paragraph: Amend this description as needed to be more specific about which types of Discarded Materials are to be Transported to which Jurisdiction-Designated Facility (e.g., this may only apply to Source Separated Recyclable Materials being Transported to the Designated Source Separated Recyclable Materials Processing Facility).

B. **Use of Alternative Facilities**. Jurisdiction may designate an Alternative Facility for Contractor's use for a short or extended period of time. Such a change shall be

considered a Jurisdiction-directed change in scope and handled in accordance with provisions in Section 4.4.

C. **Payment of Facility Tipping Fees**. Contractor shall pay all tipping fees, Residue surcharges, contamination Processing fees, and other costs charged by Facility operator(s) of Designated Facility(ies) for acceptance and Transfer, Processing, and/or Disposal of Source Separated Recyclable Materials, SSGCOW, and Mixed Waste/Gray Container Waste Collected in accordance with this Agreement. Contractor shall receive compensation for Transfer and Processing costs in accordance with Article 10.

D. **Cooperation with Facility Operator**.

1. **Communications**. If requested by Jurisdiction, the Contractor shall meet with the Jurisdiction and Facility operator(s) of Jurisdiction-Designated Facility(ies) at least insert frequency (e.g., once each month), insert communication method (e.g., in person and/or by conference call), to discuss issues related to the interaction of operations between Contractor and Facility operator including, but not limited to:

   (a) Traffic flow;

   (b) Vehicle weighing procedures;

   (c) Source Separated Recyclable Materials and SSGCOW contamination level and contamination monitoring;

   (d) Hazardous Waste screening and safety policies;

   (e) Receiving hours;

   (f) Billing and payment of gate fees for delivery of materials;

   (g) Vehicle parking;

   (h) Employee facilities; and,

   (i) Maintenance facilities.

2. **E-Mail Communications**. The Contractor's general manager shall have e-mail capabilities to enable the Facility operator and the Contractor's general manager to communicate via e-mail. Contractor's general manager shall respond to the Facility operator's email correspondence within ___ (__) days or hours.

3. **Coordination of Hours**. Contractor shall plan its Hauler Routes to be compatible with the Designated Transfer and Processing Facility receiving hours, which shall be, at a minimum, insert receiving schedule (days and hours). Contractor shall deliver Collected materials to the Designated Facility(ies) during the receiving

hours of the Designated Facility(ies).

4. **Compliance with Facility Rules**. Contractor shall cooperate with Facility operator and comply with Facility operator's requirements including: (i) how and where to unload Collection vehicles; (ii) respecting operations and construction of new facilities; and, (iii) the Facility operator's Excluded Waste screening and exclusion program. Contractor shall also comply with the waste evaluations and contamination assessment procedures and schedule provided by the Facility operator.

E. **Vehicle Tare Weights for Approved Facility(ies)**. Within thirty (30) Days prior to the Commencement Date, Contractor shall coordinate with the Facility operator(s) to ensure that all Collection vehicles used by Contractor to Transport Discarded Materials to Designated Facilities are weighed to determine unloaded ("tare") weights. Contractor shall work with Facility operator(s) to electronically record the tare weight, identify vehicle as Contractor's, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide Jurisdiction with a report listing the vehicle tare weight information upon request. Contractor shall promptly coordinate with Facility operator to weigh additional or replacement Collection vehicles prior to Contractor placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) days of a Jurisdiction request, and shall re-tare vehicles immediately after any major maintenance service that could impact the weight of the vehicle by more than fifty (50) pounds.

F. **Records and Investigations**. Contractor shall maintain accurate records of the quantities of Discard Materials Transported to and Accepted at the Designated Facility(ies) and shall cooperate with Jurisdiction and any regulatory authority in any audits or investigations of such quantities.

G. **Transportation to Non-Approved Facilities Prohibited.** If Contractor Transports Discarded Materials to a facility other than a Designated Facility or an Alternative Facility without prior Jurisdiction approval, Contractor's failure to comply may result in assessment of Liquidated Damages pursuant to Section 12.7 and Exhibit F.

Option 3: Combination of Option 1 and 2

Guidance: In the event Jurisdiction relies on a combination of Jurisdiction Designated Facilities and Contractor-selected and Approved Facilities, Jurisdiction will need to adapt both Options 1 and 2 to document their Facility arrangements.

6.2 CONTAMINATION MONITORING

Guidance: SB 1383 Regulations (14 CCR Section 18984.5) require contamination monitoring for Jurisdictions with three-, three-plus-, and two-Container systems. The provisions below are provided for such purpose. SB 1383 Regulations (14 CCR Section 18984.5(a)) do not require contamination monitoring for one-Container systems for the Standard-Compliance Approach. Jurisdictions with a one-Container system may choose to include a contamination monitoring process for identification of Excluded Waste, but

this is not required by, nor specified in the SB 1383 Regulations.

Four contamination monitoring subsections are provided in this Section 6.2.

- Section 6.2.1 provides general requirements on contamination monitoring including Container inspections methods, actions to be taken upon identification of Prohibited Container Contaminants, and Disposal of contaminated materials.

- Section 6.2.2 describes optional, ongoing contamination monitoring services that are not explicitly required by SB 1383 Regulations, but the Jurisdiction may want to include, and which may be provided by the Contractor as a routine course of providing its services under the Agreement.

- Section 6.2.3 provides the option to use Hauler Route reviews, pursuant to 14 CCR Section 18984.5(b), to meet the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5).

- Section 6.2.4 provides the option to use waste evaluations, pursuant to 14 CCR Section 18984.5(c), to meet the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5).

Additional guidance notes within each subsection explain the circumstances in which each subsection is applicable. Jurisdictions using the Standard-Compliance Approach have the option of conducting Hauler Route reviews (described in Section 6.2.3) or waste evaluations studies (described in Section 6.2.4) for contamination monitoring. The Jurisdiction should select one of these approaches and remove the subsection of the unused option.

Jurisdictions using the Performance-Based Compliance Approach are required to conduct contamination monitoring; however, they are specifically required to perform waste evaluations studies (described in Section 6.2.4) pursuant to 14 CCR Section 18984.5(c), rather than Hauler Route reviews (described in Section 6.2.3). Given this regulatory requirement, Jurisdictions using the Performance-Based Compliance Approach should delete Section 6.2.3.

SB 1383 Regulations (14 CCR Section 18984.5(g)) state that nothing in the regulations limits a Jurisdiction from adopting contamination standards, sampling, or noticing protocols that are more stringent or rigorous than the Container contamination minimization requirements of SB 1383 Regulations (14 CCR Section 18984.5). Jurisdictions may want to exceed the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5) to manage contamination levels to achieve their goals for reduction in Landfill Disposal and/or high quality and marketability of Recycled products and Compost, etc.

6.2.1 Contamination Monitoring Procedures

A. **General**. This Section presents inspection method(s) for Prohibited Container Contaminants to be used by the Contractor in conducting contamination monitoring required by Sections 6.2.2 and 6.2.3/6.2.4.

B. **Container Inspection Methods**.

Guidance: In this subsection, three Container inspection methods are presented for Contractor's monitoring of the presence of Prohibited Container Contaminants in Containers. Option 1 involves physical Container inspection by opening the Container lids and examining the Discarded Materials; Option 2 involves visual inspection using cameras on-board the Collection vehicle to view images of Discarded Materials; and, Option 3 involves remote visual inspections using cameras installed in Containers to view and analyze digital images of Discarded Materials. Jurisdictions may choose one or more of the options (e.g., Jurisdiction may select one option for Single-Family Customers and another for Multi-Family and Commercial Customers; or may select different options for different material types).

1. Option 1: Physical Container Inspections. When Contractor's Hauler Route personnel dismounts from Collection vehicles to empty a Container, such personnel shall lift the Container lid and observe the contents. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2.1.C.

2. Option 2: Visual Inspections via On-Board Monitoring System. For Collection vehicles with automated Collection service, the Collection vehicle hopper shall be equipped with a video camera and monitoring system. The Contractor's Hauler Route personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2.1.C.

   The next day on which that Customer is to receive service, the Contractor's Hauler Route personnel shall dismount the Collection vehicle, lift the lid of the Container, and visually inspect the contents of the Container. If the Contractor's Hauler Route personnel determines that the Container again contains Prohibited Container Contaminants, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2.1.C.

3. Option 3: Visual Inspection via Remote Monitoring.

   a. Contractor shall install camera equipment in Containers and use a cloud-based software that will enable Contractor, Jurisdiction, and/or other applicable enforcement personnel to monitor and examine the contents of

Single-Family, Multi-Family, and/or Commercial Containers using digital photographic images obtained from the cameras installed in the Containers. The digital images shall be maintained and accessible for examination through the Contractor's cloud-based software platform. Contractor will perform regular and frequent remote monitoring of each Container, automatically, manually, or in combination using the remote monitoring system.

b. The Container monitoring system will capture digital pictures multiple times each day of the contents of the Container to document and visualize various layers of material in the Container. Capturing multiple digital pictures is necessary to detect Prohibited Container Contaminants throughout the Container. Contractor shall capture no less than ___ (__) digital pictures per Container per day, at time intervals of no less than _____ (___) minutes/hours.

C. **Actions upon Identification of Prohibited Container Contaminants**.

1. **Record Keeping**. The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, or Gray Container); and maintain photographic evidence, if required. Contractor shall submit this record to the Contractor's Customer service department, and Contractor's Customer service department shall update the Customer's account record to note the event, if the documentation if the on-board computer system did not automatically update the Customer's account record.

2. **Identification of Excluded Waste**. If Contractor's personnel observe Excluded Waste in an uncollected Container, the Contractor's personnel shall issue a non-Collection notice for this Container in accordance with Section 6.2.1.C.5 and shall not Collect the Discarded Materials that contain Excluded Waste. Contractor's personnel shall record that observation in accordance with Section 6.2.1.C.1 and immediately inform their route supervisor. Contractor shall follow protocols specified in Sections 6.2.1.C.5 and 6.2.1.C.6. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Hazardous Waste may cause immediate danger.

Guidance for Sections 6.2.1.C.3 through 6.2.1.C.5 below: SB 1383 Regulations (14 CCR 18984.5(b)(1)) require that upon finding Prohibited Container Contaminants in a Container, the Jurisdiction, shall notify the Generator of the violation. The notice shall, at a minimum, include information regarding the Generator's requirement to properly separate materials into the appropriate Containers and may include photographic evidence of the violation. The notice may be left on the Generator's container, gate, or door at the time the violation occurs, and/or be mailed, e-mailed, or electronically messaged to the Generator. Subsections C.3 through C.5 provide examples of noticing options, including a

combination of courtesy pick-up notices, contamination processing fees, and non-collection notices. Jurisdictions are advised to review these options and select one or more that best fits their desired response to contaminated Containers, ensuring the above noticing requirements are included here and/or in subsequent Sections.

3. **Courtesy Pick-Up Notices**. Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that following ___ (_) instances (See guidance in subsection C.4 below) Contractor may assess contamination Processing fees or issue a non-Collection notice; and, (v) may or shall include photographic evidence. Contractor shall leave the courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to Jurisdiction's approval, may deliver the notice by mail, e-mail, text message, or other electronic message.

Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with Gray Container Waste/Mixed Waste and Transport the contaminated materials to the appropriate Approved/Designated Facility for Disposal/ Processing.

Guidance: SB 1383 Regulations (14 CCR Section 18984.5(b)(2)) specify that if a Jurisdiction observes Prohibited Container Contaminants in a Generator's Collection Container(s), it may Dispose of the Container's contents. The last sentence of the above subsection demonstrates an example provision that can be modified to either require the Contractor, as the Jurisdiction's designee, to Process the materials or allow for Disposal of the materials.

4. **Notice of Assessment of Contamination Processing Fees**. If the Contractor observes Prohibited Container Contaminants in a Generator's Container on more than ___ (_) consecutive occasions and issued courtesy pick-up notices on each of those occasions, the Contractor may impose a contamination Processing fee of $___ (which will be adjusted annually pursuant to Section 10). Contractor shall notify the Jurisdiction in its monthly report of Customers for which contamination Processing fees were assessed. Contractor shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to Jurisdiction's approval, may deliver the notice by mail, e-mail, text message, or other electronic

message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by the Jurisdiction Contract Manager.

Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Approved/Designated Facility for Processing.

Guidance: The above subsection shall be included by Jurisdictions that want contamination Processing fees to be assessed, which is not required under SB 1383 Regulations. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), the SB 1383 Regulations (14 CCR Section 18984.5(b)(3)) do not require Jurisdictions to impose administrative civil penalties on Generators for violation of Prohibited Container Contaminants requirements. If choosing to include these optional fees, Jurisdictions should modify this section to specify the conditions and procedure for issuance of the fees. For example, a fee could be assessed per instance of observed Prohibited Container Contaminants or could be assessed after a certain number of consecutive instances. The contamination Processing fee intends to support with the Contractor's additional costs to Process contaminated material, and should correlate with those additional costs. The contamination Processing fees shall not be construed as a Generator penalty for improper sorting or an action to impose a civil penalty on behalf of the Jurisdiction. Jurisdictions are advised to consult with their legal counsel regarding the structure and assessment of contamination processing fees, if including. If not including such fees, Jurisdiction should delete this Section 6.2.1.C.4, reference to fees in subdivision (iv) of Section 6.2.1.C.3, subdivision (iv) of Section 6.2.1.C.5, and anywhere else where contamination Processing fees are mentioned in the Agreement.

5. **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a non-Collection notice to the Generator. The non-Collection notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date and time the notice was left or issued; (iii) describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination; and, (iv) provide a warning statement that a contamination Processing fee may be assessed if Prohibited Container Contaminants are observed on more than ____ (_) consecutive occasions. The non-Collection notice may or shall include photographic evidence of the violation(s). Guidance: SB 1383 Regulations (14 CCR Section 18984.5(b)(3)) do not require the assessment of contamination Processing fees (see guidance in Section 6.2.1.C.4 above for details). If Jurisdiction does not intend to allow for such fees, the Jurisdiction should delete item (iv) in the paragraph above, and other areas

where contamination Processing fees are mentioned (see guidance in Section 6.2.1.C.4 above). If retaining provisions regarding contamination Processing fees, Jurisdiction should specify the conditions and procedure for issuance of the fees. For example, a fee could be assessed per instance of observed Prohibited Container Contaminants or could be assessed after a certain number of consecutive instances, and the Jurisdiction should revise this subsection accordingly.

The Contractor's notice of non-Collection may be left attached to or adhered to the Generator's Container, or at the Premises' door or gate at the time the violation occurs, or subject to Jurisdiction's approval, may be delivered by mail, e-mail, text message, or other electronic message.

Contractor shall submit a sample of its non-Collection notice to the Jurisdiction Contract Manager for approval prior to implementing use of it with Customers.

6. **Communications with Customer**. Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day or within ___(__) hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss, and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

7. **Contractor Return for Collection**. Upon request from Customer, Contractor shall Collect Containers that received non-Collection notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable Jurisdiction-approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.

D. **Disposal of Contaminated Materials.** If the Contractor observes Prohibited Container Contaminants in a Generator's Container(s), Contractor may Dispose of the Container's contents, provided Contractor complies with the noticing requirements in Section 6.2.1.C.5 above. Guidance: If the Jurisdiction does not want to allow for Disposal of the contents of Containers with Prohibited Container Contaminants, this section should be deleted, and Jurisdiction shall retain prior sections requiring Contractor to leave materials and issue non-Collection notices or requiring Collection of the materials and the optional assessment of contamination Processing fees.

6.2.2 Ongoing Contamination Monitoring

Guidance: This Section on ongoing contamination monitoring is applicable to all types of Collection systems (three-, three-plus-, two-, and one-Container systems). It is optional

and not required by SB 1383 Regulations. Jurisdictions can keep and modify the language or delete this Section entirely.

A. **Route Personnel Monitoring**. Contractor shall assist on an ongoing basis in minimizing contamination by helping to educate Customers on acceptable and non-acceptable materials through ongoing education and outreach efforts in Section 6.3 and through on-going monitoring of the contents of Collection Containers. The ongoing Container monitoring shall be performed by Contractor using the method described in Section 6.2.1.B.

B. **Periodic Sampling and Sorting**

Guidance: The following Hauler Route monitoring involves "pad" sampling where samples are taken and sorted on a pad to identify contamination. This monitoring is optional and is not required by SB 1383 Regulations. It is provided as an example for Jurisdictions that want to go above and beyond the regulatory requirements.

Contractor shall implement a monthly contamination monitoring program of Source Separated Recyclable Materials and SSGCOW that involves Contractor's performance of visual inspections of aggregate Collection vehicle contents from Jurisdiction Hauler Routes to assess the level of Prohibited Container Contaminants. This shall be conducted through a "pad inspection" in which Source Separated Recyclable Materials or SSGCOW from a Collection vehicle are emptied onto a pad at the Approved/Designated Facility and an assessment of the Prohibited Container Contaminants is made. Up to _____ (___) visual pad inspections shall be performed by Contractor once a month/quarter/year, targeting different Hauler Routes. Based on pad inspection results, Contractor shall perform targeted outreach to Customers on the Jurisdiction Hauler Routes found to have Prohibited Container Contaminants in excess of the standards agreed upon by the Contractor and Jurisdiction. Outreach shall take the form of Hauler Route-level direct mailings to highlight common Prohibited Container Contaminants and to provide instruction on proper separation of Discarded Materials. Contractor shall maintain records and provide reports monthly regarding contamination inspections in accordance with Exhibit G.

6.2.3 Contamination Monitoring (Hauler Route Review Option)

Guidance: Jurisdictions using the Standard-Compliance Approach with a three-, three-plus-, or two-Container system must conduct contamination monitoring pursuant to SB 1383 Regulations (14 CCR Section 18984.5), which identify two options for fulfilling the contamination monitoring requirements. Example language for the first option is presented in this Section 6.2.3 describing the Hauler Route review compliance option pursuant to 14 CCR Section 18984.5(b). The second option, waste evaluations, is presented in Section 6.2.4.

Note that Jurisdictions using the Performance-Based Compliance Approach should remove this Section, and instead use the content in Section 6.2.4 for waste evaluations, which are specifically required by SB 1383 Regulations (14 CCR Section 18984.5(c)) for the Performance-Based Compliance Approach.

A. **Option 1: Hauler Route Review Contamination Monitoring by Jurisdiction or Its Designee**

1. **Methodology and Frequency**. Commencing on or before January 1, 2022, the Jurisdiction, or their third party designee, shall conduct Hauler Route reviews for Prohibited Container Contaminants in a manner that is deemed appropriate by the Jurisdiction; complies with 14 CCR Section 18984.5(b), Jurisdiction Code, and other Applicable Law; and results in all Hauler Routes being reviewed annually.

2. **Notices by Jurisdiction or Its Designee**.

   a. Option 1A: Written Notice: Upon finding Prohibited Container Contaminants in a Container, the Jurisdiction, or its designee, intends to notify the Generator by attaching or adhering a notice, courtesy pick-up notice, notice of assessment of a contamination Processing fee, and/or non-Collection notice to the Generator's Container(s), gate, or door; or, by mailing the notice to the Generator.

   b. Option 1B: Digital Notice: Upon finding Prohibited Container Contaminants in a Container, the Jurisdiction, or its designee, intends to notify the Generator by emailing, texting, or otherwise electronically messaging a digital courtesy pick-up notice, digital notice of assessment of a contamination Processing fee, and/or digital non-Collection notice to the Generator. The Jurisdiction shall notify the Contractor as soon as possible when a notice is sent, and provide a copy of the notice.

3. **Hauler Response to Notices**.

   a. Option 1: Action when Jurisdiction/designee Provides Courtesy Notices or Notices of Assessment of Contamination Processing Fees. When Jurisdiction, or its designee, identifies Containers with Prohibited Container Contaminants, Jurisdiction, or its designee, may attach or adhere courtesy pick-up notices or notices of assessment of a contamination Processing fee to the Generators' Containers, gates, or doors (or narrow these notice location options for more specificity) or send the notice by mail, email, text message, or other electronic message, with notification to the Contractor that such notification has been sent. In such case, Contractor is instructed to Collect the contaminated Source Separated Recyclable Materials or SSGCOW in these Containers and Transport the material to the appropriate Approved/Designated Facility for Processing of the Source Separated Recyclable Materials or SSGCOW. In cases when a courtesy notice is provided and Prohibited Container Contaminants are observed, Contractor may Collect the contaminated materials with Gray Container Waste/Mixed Waste and Transport the materials to the Approved/Designated Facility for Disposal/Processing.

b. Option 2: Action when Jurisdiction/designee Provides Non-Collection Notices. When Jurisdiction, or its designee, identifies Containers with Prohibited Container Contaminants, Jurisdiction, or its designee, may attach or adhere non-Collection notices to the Generators' Containers, gates, or doors (or narrow these notice location options for more specificity), or send the notice by mail, email, text message, or other electronic message, with notification to the Contractor that such notification has been sent. In such case, Contractor is instructed not to Collect the contaminated Containers.

4. **Record Keeping and Billing**. Jurisdiction, or its designee, will maintain records of the non-Collection notices, courtesy pick-up notices, and contamination Processing fee notices. Jurisdiction, or its designee, will provide a list of Customers with contamination Processing fee assessments on a monthly basis to Contractor for Contractor's inclusion of contamination Processing fees on Customer bills pursuant to Section 6.6. Guidance: Include the last sentence only if Contractor provides Customer billing services and Jurisdiction wishes to include contamination Processing fees, which are optional.

5. **Hauler Cooperation Required**. Contractor shall cooperate with all Hauler Route reviews or other contamination monitoring processes conducted by the Jurisdiction, or its designee. Contractor's cooperation may include, but is not limited to: providing data, equipment, revised Hauler Route sequencing or timing (as reasonably requested), and/or training necessary for Jurisdiction staff on Hauler Route safety and conduct of Container inspections. Upon Jurisdiction request for information or support, Contractor shall provide a response to Jurisdiction requests in a timely manner, not to exceed seven (7) days from receipt of the request.

B. **Option 2: Hauler Route Review Contamination Monitoring by Contractor**

1. **Methodology and Frequency**

Commencing on or before January 1, 2022, the Contractor shall, at its sole expense, conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Contractor; is approved by the Jurisdiction; and, is conducted in a manner that results in all Hauler Routes being reviewed annually or more frequently.

The Contractor shall conduct Hauler Route reviews that include inspection of the contents of Customers' Collection Containers for Prohibited Container Contaminants in a manner such that a minimum of _____ percent (___%) of Containers on each and every Hauler Route are inspected annually. The Containers shall be randomly selected by (insert method if desired). Guidance: SB 1383 Regulations do not specify the number of Containers that must be inspected per Hauler Route. The option above provides an example of including more specificity for the number of Containers to be inspected based on a

percentage of the total number of Containers. Another option would be to use a similar structure to the waste evaluation study samples specified in Section 6.2.4 by establishing the required number of Containers inspected based on number of Generators per Hauler Route. Additionally, 14 CCR Section 18984.5(b) specifies that Containers may be randomly selected, but are not required to be. A Jurisdiction may choose to require random sampling for more accurate data and representative samples. If including this requirement, a Jurisdiction could additionally specify in the Agreement a method for the random sampling, such as using a random number generator prior to beginning the audit to select which Containers shall be inspected along the Hauler Route.

Contractor shall develop a Hauler Route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed Hauler Route review methodology for the coming year to the Jurisdiction no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each Hauler Route's annual review. Contractor's proposed Hauler Route review methodology shall include not only its plan for Container inspections, but may or shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. (Guidance: Prioritizing inspection of Customers more likely out of compliance is included, but not required by SB 1383 Regulations [14 CCR Section 18995.1(b)]. Inclusion of this requirement is optional.) Jurisdiction and/or CalRecycle will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

If the Jurisdiction and/or CalRecycle notifies the Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining Jurisdiction or CalRecycle approval, conduct additional Hauler Route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by the Jurisdiction, the Contractor shall, at the expense of the Jurisdiction, revise the methodology and implement the necessary changes using the revised procedure.

The Jurisdiction's Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation of the Hauler Route reviews by the Jurisdiction. In addition, Contractor shall provide an email notice to the Jurisdiction's Contract Manager no less than ten (10) Working Days prior to each scheduled Hauler Route review that includes the specific time(s), which shall be within the Jurisdiction's normal business hours, and location(s).

2. **Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials**.

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Sections 6.2.1.C.

3. **Monthly Reporting Requirements**.

Contractor shall maintain records and report to the Jurisdiction monthly on contamination monitoring activities and actions taken, in accordance with Exhibit G.

C. **Option 3: Combination of Monitoring By Contractor and Jurisdiction or Third Party**

Guidance: The Jurisdiction may wish to use a hybrid approach in which responsibilities are delegated amongst multiple parties (e.g., Jurisdiction, Contractor, and/or third party). If this is the case, the Jurisdiction should modify the options above to specify the responsible party for each requirement. For example, the Jurisdiction may conduct the monitoring for Single-Family Customers and Contractor for Multi-Family and Commercial Customers.

6.2.4 Contamination Monitoring (Waste Evaluation Option)

Guidance: As described above in Section 6.2.3, two contamination monitoring options are provided under SB 1383 Regulations (14 CCR Section 18984.5), and example language for each is included in this Model Agreement. This Section 6.2.4 provides the option to use waste evaluations to meet the contamination monitoring requirements of 14 CCR Section 18984.5(c). For Jurisdictions using the Standard-Compliance Approach with a three-, three-plus-, or two-Container system, either of these approaches can be used.

Jurisdictions using the Performance-Based Compliance Approach are required to comply with the contamination minimization requirements through the waste evaluation option pursuant to 14 CCR Section 18984.5(c), as reflected in this Section 6.2.4.

Option 1: Waste Evaluation Monitoring by Jurisdiction or Third Party

A. **Sampling Method, Study Protocols**.

1. Option 1.A.1 – For Jurisdictions using the Standard-Compliance Approach: The Jurisdiction, or its designee, intends to conduct waste evaluations for Prohibited Container Contaminants though sampling of materials from all Container types serviced by the Jurisdiction's Collection program and shall do so at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR Section 18984.5(c).

2. Option 1.A.2 – For Jurisdictions using the Performance-Based Compliance

Approach: The Jurisdiction, or its designee, intends to conduct waste evaluations for Prohibited Container Contaminants though sampling of materials from all Container types serviced by the Jurisdiction's Collection program and shall do so at least twice per year for the Blue and Green Containers and once per quarter for the Gray Containers in a manner that complies with the requirements of 14 CCR Section 18984.5(c).

B. **Hauler Cooperation Required**. Contractor shall cooperate with all waste evaluations or other contamination monitoring processes conducted by the Jurisdiction, or its designee. Contractor's cooperation may include, but is not limited to: providing data, equipment, revised Hauler Route sequencing or timing, and/or training necessary for Jurisdiction staff on Hauler Route safety or sampling of Discarded Material from Containers. Contractor recognizes that the waste evaluations may conflict with normal working operations or Hauler Route times otherwise set out in this Agreement. Contractor shall make adjustments to its normal working operations or Hauler Route times as reasonably requested by the Jurisdiction and shall comply with the waste evaluation process, regardless of those impacts. Upon Jurisdiction request for information or support, Contractor shall provide a response to Jurisdiction requests in a timely manner, not to exceed _____ (__) days from receipt of the request.

Option 2: Waste Evaluation Monitoring by Contractor

A. **General**. Contractor shall, at its sole expense, conduct waste evaluations that comply with the requirements of this Section and meet the requirements of 14 CCR Section 18984.5(c). The Jurisdiction maintains the right to observe, or hire a third party to observe, the waste evaluations. Contractor shall, no later than January 15 of each calendar year, provide the Jurisdiction with a proposed waste evaluation methodology and a schedule of waste evaluations for the calendar year for review and approval by Jurisdiction. The Jurisdiction's Contract Manager may request and Contractor shall accept modifications to the schedule to permit observation by the Jurisdiction. In addition, Contractor shall provide an email notice to the Jurisdiction's Contract Manager no less than ten (10) Working Days prior to each scheduled waste evaluation that includes the specific time(s), which shall be within the Jurisdiction's normal business hours, and location(s) for the waste evaluation.

B. **Sampling Method, Study Protocols.** The Contractor shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

1. Option 1A: For Jurisdictions using the Standard-Compliance Approach. The Contractor shall conduct waste evaluations at least twice per year and the studies shall occur in two distinct seasons of the year. Guidance: Add additional details to specify the timeline for the waste evaluations, if desired.

   OR,

   Option 1B: For Jurisdictions using the Performance-Based Compliance

Approach. The Contractor shall conduct waste evaluations at least twice per year for the Blue and Green Containers and at least once per quarter for the Gray Containers. Guidance: Add additional details to specify the timeline for the waste evaluations, if desired.

2. The Contractor's waste evaluations shall include samples of Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and Gray Container Waste. Guidance: 14 CCR 18984.5(c)(1)(C) requires samples of all Container types served by the Jurisdiction. Select and insert the relevant material/Container types for the Jurisdiction's Collection program above.

3. The waste evaluations shall include samples from each Container type served by the Contractor and shall include samples taken from different areas in the Jurisdiction that are representative of the Jurisdiction's waste stream. Guidance: Jurisdiction may expand this sentence to include a description of the specific areas or types of material streams that the Jurisdiction deems representative.

4. The waste evaluations shall include at least the following minimum number of samples from all the Hauler Routes included in the studies:

   a. For Hauler Routes with less than 1,500 Generators, the study shall include a minimum of 25 samples;

   b. For Hauler Routes with 1,500-3,999 Generators, the study shall include a minimum of 30 samples;

   c. For Hauler Routes with 4,000-6,999 Generators, the study shall include a minimum of 35 samples; and,

   d. For Hauler Routes with 7,000 or more Generators, the study shall include a minimum of 40 samples.

   Guidance: The SB 1383 Regulations do not specify details regarding how Hauler Routes are measured or classified. Jurisdiction may wish to insert additional specificity regarding route frequency or type (e.g., daily routes or weekly routes). For example, "For Hauler Routes with less than 1,500 Generators per week…".

5. The Contractor shall Transport all of the material Collected for sampling to a sorting area at an Approved/Designated Facility, where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Contractor shall use the following protocol:

   a. The Contractor shall take one sample of at least a 200 pounds from the material Collected from each material stream for sampling. For example, Contractor shall take a 200-pound sample taken from the combined contents of the SSGCOW Container samples.

b. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

c. For each 200-pound sample, the Contractor shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.

d. The Contractor shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.

e. All weights shall be recorded in pounds.

f. The facility, scales, and weighing process used for the study shall meet the standards of Section E.4 of Exhibit E.

C. **Contamination Response**. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall:

1. Notify the Jurisdiction within fifteen (15) Working Days of the waste evaluation. Guidance: Jurisdictions implementing the Performance-Based Compliance Approach are required to notify CalRecycle within thirty (30) days of finding Gray Container samples that demonstrate Prohibited Container Contaminants in the Gray Container that exceed twenty-five percent (25%) of the measured sample by weight. Requiring the Contractor to notify the Jurisdiction in a timely manner may support the Jurisdiction in achieving this requirement.

2. Option 1: Within fifteen (15) Working Days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the Jurisdiction.

OR

Option 2: Within fifteen (15) Working Days of the waste evaluation, perform a targeted Hauler Route review of Containers on the Hauler Route sampled for waste evaluations to determine the sources of contamination and notify those Generators of their obligation to properly separate materials. The Contractor may provide this information to these Generators by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators. The format of the warning notice shall be approved by the Jurisdiction.

3. For Jurisdictions implementing the Performance-Based Compliance Approach.

Upon request, Contractor shall allow a representative of the Jurisdiction and/or CalRecycle to oversee its next scheduled quarterly sampling of the Gray Containers.

D. **Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials.**

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2.1.C, which include protocols for non-Collection and Disposal of contaminated materials.

E. **Material Exceptions (Performance-Based Compliance Approach Only).**

Guidance: For the purpose of demonstrating compliance with SB 1383 Regulations (14 CCR Section 18998.1 – Requirements for Performance-Based Source Separated Collection Service), certain materials are not required to be measured as Organic Waste. Jurisdictions implementing the Performance-Based Compliance Approach may wish to include a list of these material exceptions in the franchise agreement, as specified by 14 CCR Section 18984.5(f).

Organic Waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material subject to a quarantine on movement issued by a County agricultural commissioner is not required to be measured as Organic Waste when calculating the amount of Organic Waste present in the Gray Container Waste.

F. **Monthly Reporting Requirements.**

In accordance with Exhibit G, Contractor shall maintain records and report to the Jurisdiction on a monthly basis on contamination monitoring activities and actions taken.

Option 3: Combination of Monitoring by Contractor and Jurisdiction or Third Party

Guidance: Jurisdictions may wish to use a hybrid approach in which responsibilities are delegated amongst multiple parties (e.g., Jurisdiction, Contractor, or third party). If this is the case, the Jurisdiction should modify the options above to specify the responsible party for each requirement. For example, Jurisdiction may conduct the waste evaluations , and Contractor may be responsible for conducting the follow-up outreach in response to identification of Prohibited Container Contaminants in the waste evaluations.

6.3 EDUCATION AND OUTREACH

Guidance: Education requirements of SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 4) are not required for the Performance-Based Compliance Approach, except as it pertains to Edible Food Recovery. A Jurisdiction using the Performance-Based Compliance Approach may choose to conduct other education and outreach as a normal course of a successful program, but the regulations do not require such education and

outreach.

Option 1: Education Primarily by Jurisdiction or Third Party

Guidance: Option 1 assumes that the Jurisdiction or a third-party will be conducting education and outreach efforts, and minimal involvement is needed from the Contractor. Because a franchise agreement is intended to regulate the relationship of the hauler and the Jurisdiction, all education requirements in the SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 4) are not presented in this Section. Rather, this Section focuses on components of the education program that would require hauler involvement. If the Jurisdiction plans to conduct the education, they are responsible for understanding and fulfilling all education and outreach requirements of SB 1383 Regulations, regardless of whether or not they are included in this Model Agreement. Option 2 for hauler-conducted education includes more detailed requirements if the Jurisdiction wishes to delegate some or all of these responsibilities to their hauler.

A. **Program Objectives**. The Jurisdiction shall be responsible for designing, implementing, and conducting a public education and outreach program. The Jurisdiction's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for source reduction, Reuse, and Landfill Disposal reduction and supporting compliance with Applicable Laws and regulations, including, but not limited to SB 1383 and SB 1383 regulations. In general, Jurisdiction-provided public education and outreach aims to: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, Reuse, Recycling, and Composting (if applicable); (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing contamination of Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily Reusable, Recyclable, or compostable; (v) inform Generators subject to Food Recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's Solid Waste and, ultimately, Disposal of Solid Waste, and Contractor agrees to support and not undermine or interfere with such efforts.

B. **Contractor Cooperation and/or Support for Jurisdiction or Third Party Educational Efforts**. Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the regional integrated waste management system. Contractor shall cooperate and coordinate with the Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. The Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation,

expansion, or operation of public education and outreach programs or campaigns conducted by the Jurisdiction or their designee.

Contractor shall obtain approval from the Contract Manager on all Contractor-provided public education materials outside of the Jurisdiction's education plan, including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. Jurisdiction shall have the right to request that Contractor include Jurisdiction identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

C. **Content and Production Requirements**. The Jurisdiction will be responsible, in its sole discretion and subject to budgetary constraints, to prepare all public education materials, in accordance with the requirements of 14 CCR, Division 7, Chapter 12, Article 4, and may request that they be reviewed by Contractor prior to production. Contractor shall review and comment on the materials within two (2) weeks of request from the Jurisdiction.

D. **Bill Inserts**. Contractor agrees to insert and distribute brochures, newsletters, or other information developed by the Jurisdiction as inserts in Contractor's Customer invoices at no additional charge to the Jurisdiction. Bill inserts shall be designed and produced by the Jurisdiction with review and comment by Contractor, and final approval by the Jurisdiction. Upon Jurisdiction request, Contractor shall be responsible for printing the bill inserts. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information developed by the Jurisdiction as attachments to Customer invoices at no additional charge to the Jurisdiction. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon Jurisdiction's request for such inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

Option 2: Education by Contractor

Guidance: The following Section describes education and outreach requirements for the Contractor if the Jurisdiction is delegating these activities to the Contractor. If any differences exist in the Jurisdiction's education requirements for Single-Family, Multi-Family, and Commercial Customers, modify this Section as needed to specify those differences.

A. **General**. In order to promote public education, Contractor shall create all public education materials and conduct education programs and activities described in this Section at its expense.

B. **Program Objectives**. Contractor's public education and outreach strategy shall focus on improving Generators' understanding of the benefits of and opportunities for source

reduction, Reuse, and Landfill Disposal reduction. In general, Contractor-provided public education and outreach, which shall include all content required by this Section 6.3, should: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, Reuse, and reduction of Solid Waste Disposal; (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing contamination of Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) inform Generators subject to Food Recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's reliance on Contractor-provided Gray Container Waste/Mixed Waste service and, ultimately, Disposal, and Contractor agrees to support and not undermine or interfere with such efforts

C. **Contractor Cooperation and/or Support for Jurisdiction Educational Efforts.** Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the integrated waste management system. Contractor shall cooperate and coordinate with the Jurisdiction Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

Contractor shall obtain approval from the Contract Manager on all Contractor-provided public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. Jurisdiction shall have the right to request that Contractor include Jurisdiction identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld. The Jurisdiction reserves the right to direct the Contractor to modify the education and outreach program at any time.

D. **Annual Education Plan.** Annually, Contractor shall develop and submit an annual public education plan to promote the programs performed by Contractor under this Agreement. The annual public education plan shall present the education activities for the upcoming calendar year and shall be submitted with the Contractor's annual report in accordance with Exhibit G. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget (described in Section 6.3.E) will be spent. The Jurisdiction Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the

Jurisdiction Contract Manager. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the Jurisdiction Contract Manager to present and discuss the plan. Jurisdiction Contract Manager shall be allowed up to thirty (30) days after receipt to review and request modifications. The Jurisdiction Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the Jurisdiction Contract Manager. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit F. Each Business Day that the plan is late shall count as a single event/activity.

E. **Annual Budget.** In addition to staffing expenses, Contractor shall spend, for the public education and outreach services described in this Section 6.3, no less than _____ ($_____) in Rate Period One. The Rate Period One budget shall be adjusted annually thereafter by the same percentage used to adjust Rates pursuant to Article 10. Annually, Contractor shall provide to the Jurisdiction Contract Manager, for review and approval, a detailed description of how such budget will be spent as part of the annual public education plan to be developed in accordance with Section 6.3.D. At the conclusion of each Rate Period, any unused funds shall be transferred to the Jurisdiction. Contractor shall be prohibited from expending such funds without the prior written approval of the Jurisdiction Contract Manager. Any expenditures not approved by the Jurisdiction in advance shall neither be counted in Contractor's annual public education and outreach budget, nor be recovered through Rates.

F. **Education Requirements during Program Implementation/Roll-Out.**

Guidance: The Jurisdiction may wish to have certain education requirements during the implementation and transition phase of any new programs created for compliance with SB 1383 Regulations that differ from on-going or annual education requirements. For example, an additional education campaign could be launched during the implementation phase of new SSGCOW Collection programs, but not required for the full duration of the contract.

Beginning on the Effective Date of this Agreement and through insert timeframe, Contractor shall conduct an education campaign focused on informing Customers of the Collection program changes that will commence on insert timeframe. At a minimum, Contractor shall perform the activities listed below and shall perform these services in a manner that complies with requirements of this Section 6.3 and 14 CCR, Division 7, Chapter 12, Article 4.

1. Prepare and distribute an initial mailer to all Customers explaining the change from the existing hauler to the new Contractor (if applicable), changes from the existing Collection programs to new programs, Hauler Route changes, dates of program implementation, Recycling and Landfill Disposal reduction programs available, special services available, holiday Collection schedules, proper handling and disposal of Household Hazardous Waste, Contractor's contact

information, and any additional education and outreach information specified in 14 CCR, Division 7, Chapter 12, Article 4. The initial mailer shall be printed and mailed or hand delivered to Customers, and shall also be made available in an electronic format through the Contractor's website. Contractor may provide a Customer with an electronic version of the initial mailer, rather than a printed version, if specifically requested by the Customer.

2. Prepare a "how-to" flyer describing how to prepare Source Separated Recyclable Materials, SSGCOW, Gray Container Waste, and Mixed Waste for Collection and describe the acceptable materials that can be included in the Blue and Green Containers, as well as non-allowable materials. The flyer should emphasize any new types of Source Separated Recyclable Materials to be included in Blue Containers and the new Food Waste Collection program. Prepare separate flyers for Single-Family, Multi-Family, and Commercial Customers addressing their unique service conditions. The flyers shall be printed and distributed to each Customer, as well as made available in an electronic format through the Contractor's website. The Contractor shall provide a sufficient number of flyers to each Multi-Family property manager for their distribution to each tenant unit. Contractor may provide a Customer with an electronic version of the flyer rather than a printed version, if specifically requested by the Customer.

3. Prepare printed signage and posters describing Collection programs and distribute to Multi-Family property managers and Commercial Customers for on-site use.

4. Prepare an instructional packet identifying key transition dates and verifying the Customer's specific current Service Level, which shall be printed and distributed to each Customer and made available in an electronic format on the Contractor's website. Contractor may provide an electronic version of the instructional packet rather than a printed version, if requested by the Customer.

5. Prepare and distribute public service announcements (PSA) for local newspapers.

6. Meet with up to four (4) business associations (such as the Chamber of Commerce, Rotary Club, and other similar organizations) in separate venues to: educate Commercial Businesses on the Collection programs, State requirements (including SB 1383 and SB 1383 Regulatory requirements) for the Jurisdiction and Generators; answer questions; and, provide service and Rate information.

7. All education material designed and/or distributed by the Contractor shall be submitted to the Jurisdiction Contract Manager for approval prior to distribution or posting on the Contractor's website.

G. **Annual and/or Ongoing Education Requirements.**

Guidance: This Section is written to present annual education efforts. If the Jurisdiction is complying with the Performance-Based Compliance Approach, the Jurisdiction may

provide education and outreach material every other year, rather than annually. If so, the Jurisdiction may consider adjusting some or all of the annual education options to every other year.

1. **Specific Annual Educational Activities**

Guidance: SB 1383 Regulations do not specifically require the education materials listed below. These are optional provisions that the Jurisdiction may choose to include in their franchise agreement. A few examples are included below for illustrative purposes only. If there are any differences in material distribution (such as content type or frequency) between Single-Family, Multi-Family, and Commercial Customers, those may be specified in this subsection.

a. Annual Notice of Requirements. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Generator in the Jurisdiction a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website. Guidance: This requirement focuses on delivery of a notice to all Generators not simply to Contractor's Customers. SB 1383 Regulations (14 CCR Section 18985.1(a)) require annual provision of education information to all Generators. Jurisdictions may choose to have their Contractor provide the information through this annual notice provision. If not, Jurisdictions that provide the annual education through another means should delete this subsection (a).

b. Billing Inserts. Upon Jurisdiction request, Contractor agrees to insert and distribute brochures, newsletters, or other information developed by the Jurisdiction as inserts in Contractor's Customer invoices at no additional charge to the Jurisdiction. Upon Jurisdiction request, Contractor shall be responsible for printing the bill inserts. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information developed by the Jurisdiction as attachments to Customer invoices at no additional charge to the Jurisdiction. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon Jurisdiction request for such inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

c. Multi-Family and Commercial Customer Signage. Contractor shall provide all Multi-Family and Commercial Customers with Source Separated

Recyclable Materials, SSGCOW, and Gray Container Waste or Mixed Waste program guidelines, including posters to be placed in Collection areas and enclosures and other community areas at each Premises or building where Discarded Materials are stored.

d. Minimum Website Requirements. Contractor shall develop and maintain a website (with a unique URL specific to the Jurisdiction) that is specifically dedicated to the Jurisdiction to provide Generators with detailed service information. The website or webpage shall be accessible by the public, and shall include all education and outreach materials being provided, without requirement for login. Contractor shall update the website regularly so that information provided is current.

e. Instructional Service Guide. On or before January 1, 20XX, Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays and a Customer service phone number. On or before January 1, 20XX, the service guide shall be printed and delivered with each set of Containers distributed to a Generator and shall be delivered annually to all Generators. Contractor shall prepare different service guides for Single-Family, Multi-Family, Commercial Generators, and Commercial Edible Food Generators. Contractor shall, at its sole expense, revise, re-print, and redistribute service guides once every _____ (__) years or at least _____ (__) days prior to a change in the accepted or prohibited materials for any program. Contract shall make the service guide available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the instructional service guide rather than a printed version, if requested by the Customer.

f. Annual Multi-Family Dwelling Unit Notices. Prior to the Commencement Date of this Agreement, Contractor shall obtain and track in its Customer information system(s) the number and addresses of dwelling units at each Multi-Family Premises serviced by Contractor. Contractor shall maintain this database by auditing the data at least once every _____ (__) years. At least annually, commencing no later than January 1, 2022, Contractor shall prepare and distribute notices to each Multi-Family Dwelling Unit at Multi-Family Premises serviced by Contractor. The annual notices shall be a minimum of _____ (__) pages (which may include the front and back of a single printed sheet), and shall include information on regulations governing Discarded Materials, Hazardous Waste, and toxic waste; Jurisdiction and State requirements to properly separate Discarded Materials (such as requirements of the Jurisdiction Code and of State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383); instructions on properly separating materials; waste prevention; services available; and any other information required by the Jurisdiction or by State regulations (including SB 1383 Regulatory

requirements for education, pursuant to 14 CCR, Division 7, Chapter 12, Article 4). As an alternative, Contractor may comply with these requirements through preparation and distribution of an annual newsletter distributed to each Multi-Family Dwelling Unit that provides the same information. Contractor shall make notices and newsletters available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the notices rather than a printed version, if requested by the Customer.

g. Provision of Educational Materials to Non-Compliant Entities. Contractor shall provide educational materials to non-compliant entities under this Agreement, as further described in Section 6.9.

h. Education Materials for Property and Business Owners and Tenants

Contractor shall annually provide Property Owners and Commercial Business owners with public education materials for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials, and shall reflect content requirements described in Section 6.3.H below. Contractor shall provide the following materials for this purpose: insert materials (such as, but not limited to, welcome packets, flyers, and signs). A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

i. Education Requirements for Commercial Edible Food Generators

i. On or before February 1, 2022 or insert earlier date if desired, the Contractor shall develop a list of Food Recovery Organizations and Food Recovery Services operating within the Jurisdiction, maintain the list on the Contractor's Jurisdiction-specific website, share the list with the Jurisdiction if the Jurisdiction wants to post the list on additional Jurisdiction websites, and update the list annually. The list shall include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

- Name and physical address;
- Contact information;

- Collection service area; and,
- An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

ii. At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the Jurisdiction's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the Jurisdiction, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

iii. The Contractor may provide the information required by subsection ii above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Businesses.

H. **Minimum Content Requirements**. Prior to February 1, 2022; or earlier date, if desired, and annually thereafter, the Contractor shall include the following education and outreach content to Customers by incorporation of this content into the public education materials described in Section 6.3.G.

1. Collection system description

   a. Option 1: For a three-, three-plus, or two-Container system: Information on the Generator's requirements to properly separate Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and Gray Container Waste and place such materials in appropriate Containers pursuant to this Agreement, SB 1383 Regulations, and all other Applicable Law.

   b. Option 2: For a one-Container system: Information indicating that the Organic Waste Collected in the Gray Containers is being Processed and recovered at an Approved/Designated High Diversion Organic Waste Processing Facility.

2. Information on methods for the prevention of Source Separated Recyclable Materials and SSGCOW generation; managing SSGCOW on Generator's Premises through composting or other Landfill Disposal reduction activities allowed under 14 CCR Sections 18983.1 and 18983.2; sending SSGCOW to Community Composting operations; and any other local requirements regarding

Discarded Materials.

3. Information regarding the methane reduction benefits of reducing the Disposal of SSGCOW, and the method(s) that the Contractor uses to recover SSGCOW.

4. Information regarding how to recover Source Separated Recyclable Materials, SSBCOW, and SSGCOW, and a list of haulers approved by the Jurisdiction.

5. Information related to the public health and safety and environmental impacts associated with the Disposal of SSGCOW and SSBCOW.

6. Information regarding programs for donation of Edible Food;

7. For Commercial Customers, information about the Jurisdiction's Edible Food Recovery Collection program; Tier One Commercial Edible Food Generators and Tier Two Edible Food Generators requirements specified in 14 CCR, Division 7, Chapter 12, Article 10; Food Recovery Organizations and Food Recovery Services operating within the Jurisdiction, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and, information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

8. Information regarding Self-Hauling requirements. Guidance: Include if Jurisdiction allows Generators to Self-Haul Source Separated Recyclable Materials, SSBCOW, and/or SSGCOW.

9. Any other federal, State, or local requirements to properly separate Discarded Materials or other necessary actions by Generators, including applicable requirements of the Jurisdiction Code, AB 341, AB 1826, and SB 1383 and corresponding regulations.

I. **Material Distribution Methods**

Contractor shall use the following methods to provide education information to Customers. All materials are to be approved by the Jurisdiction prior to distribution. Guidance: Under SB 1383 Regulations (14 CCR Section 18985.1(c)), education materials can be provided through print and/or electronic media, as provided below. Jurisdictions may select one or both options.

1. **Printed materials**. Contractor shall provide printed education materials as described in Sections 6.3.F and 6.3.G. The Contractor shall be responsible for the design, printing, and distribution of these materials. All Contractor-printed public education materials shall, at a minimum, use recycled paper and/or be made of recycled material. The Contractor will use 100% post-consumer paper, and procure printed materials from local businesses.

2. **Electronic materials and website content**. Contractor shall provide electronic and website content for education and outreach materials, which may include,

but are not limited to: digital graphics, digital versions of print materials, social media posts, and blog posts. The Contractor shall be responsible for the design, posting, and electronic distribution of these materials.

J. **Non-English Language Requirements**

Guidance: SB 1383 Regulations (14 CCR Section 18985.1(e)) require Jurisdictions, consistent with Section 7295 of the Government Code, to translate educational materials required by the regulations into any non-English language spoken by a substantial number of the public provided Collection service by the Jurisdiction. Example provisions are provided below for that purpose.

Option 1:

The Contractor shall make all public education and outreach materials required by this Section available in English and insert language(s).

Option 2:

Guidance: In addition to including the provision in Option 1 above, Jurisdiction may consider adding an additional provision to leave flexibility for the addition of languages in the future.

Upon Jurisdiction request, Contractor shall provide materials in additional languages beyond those specified in this Section in response to shifting demographics within the Jurisdiction; updates to State requirements or Applicable Law; or, any other reason deemed appropriate by the Jurisdiction.

K. **Record Keeping and Reporting Requirements**

Guidance: While Contractors are not directly required to maintain education and outreach records under SB 1383 Regulations, Jurisdictions, if using a designee, must include a copy of all education and outreach materials distributed by their designee in the implementation record required by SB 1383 Regulations (14 CCR Section 18985.3). Thus, including requirements in the franchise agreement for the Contractor to maintain records of any education activities delegated to the Contractor supports the Jurisdiction in reaching compliance.

Contractor shall comply with the public education and outreach record keeping and reporting requirements of Exhibit G.

L. **Personnel**

Guidance: Jurisdiction may want to designate certain personnel or personnel training requirements for Contractor-conducted education and outreach. Two examples are provided below.

1. Option 1: Public Education Outreach Coordinators

The Contractor shall designate at a minimum _____ (__) staff member(s) to serve as Outreach Coordinators. The duties of the Outreach Coordinator(s) shall be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance. The Outreach Coordinator(s) shall educate Customers and Customers' employees on the importance of Recycling, Food Recovery, resource recovery, Landfill Disposal reduction, as well as all State, federal, County, local, and Jurisdiction mandates, including SB 1383 and SB 1383 Regulations; and shall work with Customers to implement services, increase participation in Source Separated Recyclable Materials and SSGCOW Collection programs, and reduce contamination. The Outreach Coordinator(s) shall identify potential organizations and partners involved with Food Recovery and resource recovery. The Outreach Coordinator(s) shall be responsible for implementing the education plans and programs specified in this Section. Guidance: Insert other requirements in Jurisdiction's current franchise agreement, subject to review and revision as needed, or use provisions resulting from negotiations with their service provider, as needed for specific local programs.

2. Option 2: Staff Training

Annually, and upon hiring of new staff, the Contractor is required to conduct thorough training of all Customer service representatives who may respond to Generator calls regarding Contractor's Collection services and SB 1383 Regulatory requirements. Customer service representatives shall accurately communicate program requirements and the accepted and prohibited materials for each material stream for each Customer type. New Customer service representatives shall not be assigned to the Jurisdiction prior to completing SB 1383 Regulations training. The Jurisdiction reserves the right to require changes to the call routing process and the training and qualifications for Customer service representatives assigned to the Jurisdiction if a pattern of inaccurate information provision is observed.

Annually, and upon hiring of new staff, Contractor shall conduct thorough training of all Hauler Route personnel that come into contact with Generators on the Collection program requirements and the accepted and prohibited materials for each material stream for each Customer type.

3. Option 3: Combination of Education by Contractor and Jurisdiction or Third Party

Guidance: The Jurisdiction may wish to use a hybrid approach in which responsibilities are delegated amongst multiple parties (e.g., Jurisdiction, Contractor, and/or third party). If this is the case, modify the options above to specify the responsible party for each requirement. For example, the Jurisdiction may be responsible for designing and creating the educational materials, while the Contractor may be responsible for printing and distributing the materials.

6.4 TECHNICAL ASSISTANCE PROGRAM

Guidance: Under SB 1383 Regulations (14 CCR Section 18985.1(c)), Jurisdictions may, but are not required to, provide direct outreach or technical assistance service for Generators or Customers. The following contract provisions are provided as examples only. Jurisdictions can choose whether or not to include some of these provisions.

Option 1: Technical Assistance by Contractor

A. **Organizing and Conducting Direct Generator Outreach.**

Guidance: The following options demonstrate examples of potential approaches to technical assistance for SB 1383 Regulatory programs, and are used for illustrative purposes only. A Jurisdiction may use a combination of the following options, or create their own program description.

1. Option 1a: Site Visits and Waste Assessments

At least _____ (__) days prior to the Commencement Date, Contractor will provide an outreach and technical assistance plan to Jurisdiction for approval identifying the site visit schedule for which to send a Contractor representative to visit each Multi-Family and Commercial Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and SSGCOW is being Disposed; assessing the Source Separated Recyclable Materials and SSGCOW Collection Service Levels needed to meet the requirements of SB 1383 Regulations; and encouraging all Generators to establish Source Separated Recyclable Materials and SSGCOW Collection service in advance of January 1, 2022 or insert earlier date when mandatory service is required. Contractor shall also notify Customers of opportunities to reduce costs by enrolling in Source Separated Recyclable Materials and SSGCOW Collection service and reducing Gray Container Waste/Mixed Waste Collection service. Contractor shall contact Multi-Family and Commercial Customers and provide site visits according to the Jurisdiction-approved schedule. Contractor will also provide a site visit to any Multi-Family and Commercial Generator that requests a site visit, even if it is ahead of schedule.

Guidance: If the Jurisdiction wishes to require additional follow-up beyond the initial site visit, the following paragraph provides one example of how that may be structured.

Beginning January 1, 20XX, and annually thereafter, Contractor representative shall follow up with Multi-Family and Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383 and corresponding regulations. The Contractor shall ensure that these Generators are participating in the Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor representative shall assist the Customers with

selecting appropriate Containers and Container sizing, identify acceptable Discarded Materials Collection services as set forth in the Agreement, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and SSGCOW Collection service. Contractor shall provide ongoing, on-site training for Commercial Generators' staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and Multi-Family Customers' staff, including but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

For each on-site waste assessment conducted by Contractor, Contractor shall include documentation of the items listed below. Jurisdiction reserves the right to request Contractor's documentation of additional information, and shall authorize the format for required information. Guidance: Jurisdictions may want to amend the list below to address their own interests and preferences.

a. Pictures of material in all Containers;
b. Characteristics of the property, business, and Generator type;
c. Written recommendations for the appropriate Service Level for each material type;
d. Provision of outreach and education materials appropriate to the Generator type;
e. Determination of signage placement;
f. Determination of any on-going training needs;
g. Determination of any access needs;
h. Documentation of any special service needs (such as, but not limited to, seasonal Collection service, automated on-call compactor, etc.); and,
i. Documentation of records of communications with the Generator.

2. Option 1b: SB 1383 Regulations Assessment

Guidance: Option 1b may be helpful for a Jurisdiction that needs to amend an existing contract that already has a technical assistance section, but wants to additionally establish SB 1383 Regulation-specific assessments.

Beginning month day, 20XX and no later than month day, 20XX, the Contractor shall conduct an SB 1383 Regulations assessment for each Multi-Family and Commercial Generator within the Contractor's Collection service area. Thereafter, Contractor shall conduct an assessment for each new Multi-Family and Commercial Generator within the Contractor's Collection service area to evaluate Generator's compliance with SB 1383 Regulations. The assessment shall identify requirements for the regulated entity under SB 1383 Regulations (including, but not limited to, specific requirements for Commercial Edible Food Generators) and assess the current level of compliance with those requirements. All existing Source Separated Recyclable Materials and SSGCOW Disposal reduction programs shall be noted and quantified in the assessment

documentation. The Contractor shall identify opportunities for reduced Disposal of Source Separated Recyclable Materials and SSGCOW, including source reduction and Edible Food Recovery.

Beginning January 1, 20XX, and annually thereafter, Contractor representative shall follow up with all or ____ percent (___%) of non-waived Generators required to enroll in Collection service pursuant to Jurisdiction Code Section ____. The Contractor shall ensure that these Generators are participating in Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor's representative shall attempt to resolve any logistical barriers to compliance with Jurisdiction's Collection service requirements and assist the Customers with selecting appropriate Service Levels for Discarded Materials. Contractor shall provide ongoing, on-site training for: (i) Commercial Generators' staff regarding SB 1383 Regulatory requirements, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and, (ii) Multi-Family Customers' staff, including, but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

3. Option 1c: Workshops, Meetings, and Events

Contractor shall, at its sole expense, participate in and/or plan, organize, and conduct direct Generator outreach, including, but not limited to: workshops, community events, and meetings to support Generator compliance with the Source Separated Recyclable Materials and SSGCOW separation and Collection program participation requirements under this Agreement, Jurisdiction Code Section ____, and other local and State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383.

Contractor shall host at least ___ (_) technical assistance workshops per calendar year. The workshops shall be open to all residents in the Jurisdiction, and the Contractor shall publish the time and location of the workshop no later than __ (_) days prior to the workshop through insert publication method(s), such as publication on the Contractor's website, email newsletter, printed flyers delivered on Hauler Routes, etc. The structure and content of these workshops shall be designed by the Contractor, and submitted at least __ (_) days prior to the date of the workshop for Jurisdiction approval. At least __ (_) of the required technical assistance workshops shall be focused on the requirements of SB 1383 Regulations and any local program or service changes as a result of the regulations.

Contractor shall attend ____ (_) Jurisdiction-held events per calendar year. Contractor shall provide at least ____ (_) staff member(s) to set up a table with educational information and be available on-site to answer technical questions from residents, inform residents of upcoming workshops, and/or schedule meetings, upon request, with individual Generators.

By request of a Generator or the Jurisdiction, Contractor shall schedule and conduct an in-person or phone meeting with the Generator to discuss and assess their service needs and compliance with existing and/ or upcoming programs and Applicable Law. The Contractor shall provide additional technical assistance as needed, which may include, but is not limited to site visits and waste assessments. The Contractor shall follow up with the Generator in person or by phone no later than _____ (_) days after the initial meeting to assess the Generator's compliance with existing and upcoming programs under this Agreement and Applicable Law.

B. **Record Keeping and Reporting Requirements**. Contractor shall maintain records of all technical assistance activities and educational materials conducted pursuant to this Section and submit reports to the Jurisdiction in accordance with Exhibit G.

Option 2: Technical Assistance by Jurisdiction or Third Party

A. **Organizing and Conducting Direct Generator Outreach**. The Jurisdiction and/or its third party designee shall be responsible for designing and conducting a technical assistance program for Generators, including organizing and conducting workshops; community meetings; site visits; waste assessments; and assessments to measure Generator compliance with State statutes and corresponding regulations, including AB 341, AB 1826, and SB 1383.

B. **Contractor Cooperation and/or Support for Technical Assistance Efforts**. The Contractor shall cooperate with and support the technical assistance efforts conducted by the Jurisdiction. Upon request, the Contractor shall provide any relevant data or information to the Jurisdiction that is needed for the design, implementation, or on-going performance of the technical assistance program. Contractor shall respond to any request for information from the Jurisdiction in a timely manner, not to exceed _____ (_) days after receipt of the request.

Based on the results of technical assistance efforts, the Jurisdiction may recommend and request a change in Service Level for certain Customers. Within ____ (_) Business Days of Contractor's receipt for a request from Customer for a Service Level change, Contractor shall adjust the Customer's Service Level by providing any Green, Blue, Brown, or Gray Containers needed for the change in Service Level, removing unneeded Containers, and revising the Customer's Service Level in Contractor's billing system to reflect the monthly Rate for the new Service Level. At the time new Containers are delivered or existing Containers are removed, Contractor shall confirm that all Containers are properly labeled and meet the specifications of Section 7.5.

C. **Record Keeping and Reporting Requirements.** The Jurisdiction shall be responsible for record keeping and reporting requirements for the technical assistance program. Upon request, the Contractor shall provide any relevant data or information to the Jurisdiction that is needed for the completion of record keeping and/or reporting requirements. Contractor shall respond to any request for information from the

Jurisdiction in a timely manner, not to exceed ____ (_) days after receipt of the request.

Option 3 – Combination of Option 1 and 2

Guidance: The Jurisdiction may wish to use a hybrid approach in which responsibilities are delegated amongst multiple parties (e.g., Jurisdiction, Contractor, or third party). If this is the case, Jurisdiction can modify the options above to specify the responsible party for each requirement. For example, the Contractor may be responsible for conducting site visits and waste assessments, while the Jurisdiction may be responsible for contacting Customers and conducting follow up communications.

6.5 FOOD RECOVERY PROGRAM SUPPORT

Guidance: SB 1383 Regulations do not place any requirements on haulers to provide or support Food Recovery programs; and, while there are some recent examples, haulers have not historically provided support for Food Recovery programs through franchise agreements. Jurisdictions may, at their option, choose to require the Contractor be engaged in supporting Food Recovery programs in some capacity. If the Jurisdiction is interested in doing so, several potential options are presented for consideration based on examples from franchise agreements recently negotiated in California. Jurisdictions may select one or more of the following options, or create their own provisions. Other strategies are being developed across the State as Jurisdictions design programs for SB 1383 Regulatory compliance. There may be other opportunities for Food Recovery program support that are more relevant to your Jurisdiction. Consulting with local Food Recovery Organizations and Food Recovery Services is encouraged and recommended prior to deciding, what, if any, Food Recovery provisions to include in the scope of the franchise agreement.

Note that a separate Model Food Recovery Agreement has been prepared for use by Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services, as referenced in the Guidance Document accompanying the Model Franchise Agreement.

A. Option 1: Hauler Cooperation and Non-Interference with Food Recovery Efforts by Others

Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery efforts in the Jurisdiction.

B. Option 2: Hauler Involvement in Food Recovery Efforts

1. Option 2a: Hauler Education

Contractor shall create and provide educational outreach material for Tier One and Tier Two Commercial Edible Food Generators in accordance with Section 6.3.G.1.i.

2. Option 2b: Hauler Edible Food Collection Service

Upon request, Contractor shall provide Collection service, or partner with others to provide Collection service, for Edible Food to all Customers that are Tier One Commercial Edible Food Generators, commencing no later than January 1, 2022, and Tier Two Commercial Edible Food Generators, commencing no later than January 1, 2024, in coordination with a Jurisdiction-directed Food Recovery program. Contractor shall partner with appropriate local Food Recovery Organizations and/or Food Recovery Services for the redistribution of Edible Food. Pursuant to Exhibit G, Tonnage estimates of Edible Food recovered through these efforts shall be reported in the Contractor's monthly, quarterly, and/or annual reports.

3. Option 2c: Hauler Support with Assessing Capacity Needs

Contractor shall perform quarterly or other frequency examinations of Hauler Routes to identify Commercial Customers that generate Edible Food and estimate the potential quantities of Edible Food that may be recovered and report findings to the Jurisdiction and Food Recovery Organizations and Food Recovery Services insert frequency, such as: monthly, quarterly, annually, etc., pursuant to Exhibit G.

4. Option 2d: Hauler Identification of Tier One and Tier Two Commercial Edible Food Generators

No later than January 1, 2022, Contractor shall identify all Commercial Customers that meet the definition of Tier One and Tier Two Commercial Edible Food Generators and provide a list of such Customers to the Jurisdiction, which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions). Contractor shall update the list and provide it to the Jurisdiction annually in accordance with Exhibit G.

C. Option 3: Hauler Annual Financial Contribution

1. Option 3a: Payment to Jurisdiction

The Contractor shall provide an annual contribution to the Jurisdiction to support the Jurisdiction's Food Recovery program efforts, in accordance with Section 9.2.

2. Option 3b: Payment to Organizations

Guidance: This example Option 3b contemplates either a flat rate or a variable rate payment based on the number of Generator accounts. If choosing a variable payment based on Generator accounts, additional nuances, such as the type and size of each Generator, may influence this payment. For example, a large wholesale produce market that generates a significantly higher volume of Edible

Food than a small restaurant, would require more time and effort and incur greater costs for the Food Recovery Organizations and Food Recovery Services with which they partner. The Jurisdiction may wish to establish a prorated payment system based on Generator size, type, or other local factors to address this nuance and should modify this Section accordingly.

Additionally, the language in this option generally states the number of "Generator accounts." If the Jurisdiction wishes to specify certain Generator types (e.g., all Generators or only Commercial Generators or Commercial Edible Food Generators), this Section should be amended accordingly.

Contractor shall invest in Food Recovery Organizations and Food Recovery Services to increase Food Recovery activities through direct funding and in-kind services. Funding shall be provided in an amount not less than {insert flat $ amount} or {equal to $X per Y Generator accounts; and/or specify additional variables} per calendar year. In-kind services include, but are not limited to, insert in-kind services or contributions, if applicable. Contractor shall provide a list of the proposed beneficiary organizations to the Jurisdiction Contract Manager for review and approval before any funding or in-kind contribution is provided. The Contractor shall report any such financial support in accordance with Exhibit G.

3. Option 3c: Grant funding support

Upon request, Contractor shall assist the Jurisdiction with grants by actively seeking, writing, and managing grants, and reporting grant funding sources and uses at no additional cost; including, but not limited to, grants related to Jurisdiction Food Recovery efforts.

E. Option 4: Other

Guidance: Jurisdiction may use a combination of one or more of the options presented above or create its own Food Recovery requirements or not include any Food Recovery requirements in its Agreement. Consulting with local Food Recovery Organizations and Food Recovery Services is encouraged and recommended prior to deciding, what, if any, Food Recovery provisions to include in the scope of the franchise agreement.

6.6 BILLING

Guidance: SB 1383 Regulations do not specify billing requirements for haulers. Contract language in this Section is provided as an example only. Jurisdictions may prefer to use provisions of their current Agreement, subject to review and revision as needed, or develop new provisions resulting from negotiations with their service provider. It is important to note that this billing Section does include a few items that specifically relate to SB 1383 Regulations, such as: the option of charging contamination Processing fees; the need to establish Rates for de minimis, physical space constraint, and Collection frequency waivers (if waivers are granted pursuant to Section 6.7); and, the need for universal service to achieve mandatory Collection service requirements.

Option 1: Billing by Hauler in an Exclusive Franchise System

A. **General Billing Requirements**

1. **Contractor Responsible**. Contractor shall bill all Customers and be solely responsible for collecting payment from Customers. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the Ownership of property. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited unless otherwise approved in writing by the Jurisdiction Contract Manager on a case-by-case basis.

2. **Frequency**. Contractor shall bill all Single-Family Customers quarterly in advance of services provided. Contractor shall bill all Commercial and Multi-Family Customers for scheduled and regularly recurring services on a monthly basis in arrears of services provided. Contractor shall bill Customers for any on-call and/or non-recurring services no more frequently than monthly and shall only bill for services provided during the previous billing period. Contractor shall remit invoices to Customers no earlier than the twentieth (20th) day of the month preceding the period for which service is being billed. Quarterly billing shall be on the calendar quarter (January-March, April-June, July-September, and October-December).

3. **Bill Format**. Contractor shall bill Customers electronically using paperless invoices; however, Contractor shall bill Customers who decline or are otherwise unable to provide email contact information by standard mail, using standard (paper) invoices. Contractor shall permit Customers the ability to pay their bills through an electronic check or credit card and include the ability for Customer billings to be automatically charged on a recurring basis. Contractor shall prepare and mail bills and collect payments from Customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such Customers to pay bills by cash, check, electronic check, money order, and credit card.

4. **Bill Inserts**. Contractor shall include bill inserts in accordance with Section 6.3.

5. **Records**. Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the Jurisdiction Contract Manager at any reasonable time, but in no case more than ___ (___) calendar days after receiving a request to do so.

6. **Bad Debt**. Guidance: Bad debt provisions can be very specific to a Jurisdiction's policies and past practices. For this reason, a sample provision is not provided.

B. **Rates and Waivers**. Contractor shall bill Customers and collect Customer payments at Rates not to exceed the Jurisdiction-approved maximum Rates. Note that maximum Rates are established for Multi-Family and Commercial Customers that have been granted de minimis, space constraint, Collection frequency, low population, elevation,

disaster, and/or emergency waivers pursuant to Sections 6.7 and 6.8. Contractor shall ensure that accurate records are maintained for such waivers and Customers are billed properly. Guidance: SB 1383 Regulations (14 CCR Section 18984.11) allow but do not require that Jurisdictions offer waivers. If Jurisdiction chooses not to provide such waivers, amend this provision.

C. **Application of Contamination Surcharges**. In accordance with Section 6.2.1.C.4, the Contractor shall assess contamination Processing fees on Customers with repeated occurrences of excess Prohibited Container Contaminants. Any contamination Processing fees to be assessed for a Customer shall be included and itemized on the Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the contamination Processing fee. Guidance: SB 1383 Regulations (14 CCR Section 18984.5) do not require assessment of contamination Processing fees. It is an option Jurisdictions may use to manage contamination. If Jurisdiction chooses to include contamination Processing fees, it shall include this paragraph and shall specify the Party who retains the money received from fees. If Jurisdiction chooses not to assess such fees, delete this paragraph.

D. **Universal Enrollment Process**. Jurisdiction requires that Generators are enrolled in Collection services pursuant to Jurisdiction Code Section ___. Contractor shall assist the Jurisdiction in ensuring that the enrollment of Generators occurs in a timely and efficient manner. Jurisdiction and Contractor shall cooperatively develop and agree to a process no later than insert date. In accordance with Exhibit G, Record Keeping and Reporting, Contractor shall maintain records and provide reports necessary for the Jurisdiction to verify the enrollment of Generators.

Option D1: Contractor Evaluates Universal Enrollment

At least _____ (___) times per year, Contractor shall reconcile and confirm universal enrollment of Generators by comparing its Customer list to parcel information and calculating the percentage of total Generators enrolled in Jurisdiction's Collection program. As part of this analysis, Contractor shall provide the Jurisdiction with a summary of any discrepancies found between the Customer list and parcel information, including the names and addresses of all Generators that were found to be the subject of a discrepancy. Contractor shall also provide a list of Generators that are not enrolled in the Jurisdiction's Collection program due to Generator's choice to Self-Haul materials or the provision and approval of a waiver pursuant to Sections 6.7 and 6.8, including the name, address, and type of waiver or Self-Haul status for each Generator. In accordance with Exhibit G, Record Keeping and Reporting, Contractor shall maintain records and provide reports on the Generators' Service Level and list of non-enrolled Generators, and other information necessary for the Jurisdiction to verify the universal enrollment of Generators.

Option D2: Jurisdiction Evaluates Universal Enrollment

In accordance with Exhibit G, Record Keeping and Reporting, Contractor shall maintain records and provide reports necessary for the Jurisdiction to verify the Jurisdiction-wide enrollment of Generators for Collection service.

Option 2: Billing by Hauler in a Non-Exclusive System

A. **General Billing Requirements.**

1. **Contractor Responsible.** Contractor shall bill all Customers and be solely responsible for collecting payment from Customers. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the Ownership of property. Contractor shall be responsible for collecting bad debt. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited unless otherwise approved in writing by the Jurisdiction Contract Manager on a case-by-case basis.

2. **Bill Inserts**. Contractor shall include bill inserts in accordance with Section 6.3.

3. **Records**. Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the Jurisdiction Contract Manager at any reasonable time but in no case more than ___ (___) calendar days after receiving a request to do so.

B. **Rates for Waivers**. Contractor shall establish Rates for any Customers that have been granted de minimis, physical space constraint, Collection frequency, low population, elevation, disaster, and/or emergency waivers pursuant to Sections 6.7 and 6.8. Contractor shall ensure that accurate records are maintained for such waivers and Customers are billed properly. Guidance: SB 1383 Regulations (14 CCR Section 18984.11) allow but do not require that Jurisdictions offer waivers. If Jurisdiction chooses not to provide waivers, amend this provision. Jurisdictions will want to evaluate whether or not they want Contractor to establish different Rates for the Customers with waivers. Jurisdiction's legal counsel is advised to provide input on this item.

C. **Application of Contamination Surcharges**. In accordance with Section 6.2.1.C.4, the Contractor is required to assess contamination Processing fees on Customers with repeated occurrences of excess contamination. Any contamination Processing fees to be assessed for a Customer shall be included and itemized on the Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the contamination Processing fee. Guidance: SB 1383 Regulations (14 CCR Section 18984.5) do not require assessment of contamination Processing fees. It is an option that Jurisdictions may use to manage contamination. If Jurisdiction chooses to include contamination Processing fees, it shall include this paragraph and

identify the Party who retains the money received from fees. If Jurisdiction chooses not to assess such fees, delete this paragraph.

D. **Universal Enrollment Process**. Jurisdiction requires that Generators are enrolled in Collection services pursuant to Jurisdiction Code Section ___. Contractor shall assist the Jurisdiction in ensuring that the enrollment of Generators occurs in a timely and efficient manner. Jurisdiction and Contractor shall cooperatively develop and agree to a process no later than insert date.

In accordance with Exhibit G, Record Keeping and Reporting, Contractor shall maintain records and provide reports necessary for the Jurisdiction to verify the Jurisdiction-wide enrollment of Generators.

Option 3: Billing by Jurisdiction

Guidance: This provision presents a scenario in which the Jurisdiction bills Single-Family, Multi-Family, and Commercial Customers. If the Jurisdiction does not bill all of these Customer types, the provision shall be amended accordingly, and this Option 3 will need to be used in conjunction with Option 1 or 2 above to address Contractor's billing services.

A. **General**. Jurisdiction shall be responsible for the billing and collection of payments for all Single-Family, Multi-Family, and Commercial Customers. Contractor shall cooperate with Jurisdiction in tracking and reporting changes in Service Levels. Jurisdiction shall notify Contractor of changes in Customers' Service Levels and of Customers that have been granted de minimis, physical space constraint, Collection frequency, low population, elevation, disaster, and/or emergency waivers pursuant to Sections 6.7 and 6.8. Contractor shall promptly adjust the Customers' Service Levels to reflect changes in Service Levels and waivers in accordance with the Jurisdiction-provided data.

B. **Application of Contamination Surcharges**. In accordance with Section 6.2.1.C.4, the Contractor is required to issue notices of assessment of contamination Processing fees to Customers with repeated occurrences of excess contamination. On a monthly basis no later than the fifteenth (15th) day of the month, Contractor shall submit a report to the Jurisdiction, pursuant to Exhibit G, documenting the Customers for which a contamination Processing fee notice was issued in order for the Jurisdiction to assess the fees on the Customers' invoice. Guidance: SB 1383 Regulations (14 CCR Section 18984.5) allows, but does not require, assessment of contamination Processing fees. It is an option that Jurisdictions may use to manage contamination. If Jurisdiction chooses to include contamination Processing fees, it shall include this paragraph and specify the Party who retains the money received from fees. If Jurisdiction chooses not to assess such fees, delete this paragraph.

6.7 GENERATOR WAIVER PROGRAM COORDINATION

Guidance: This Section is applicable to three-, three-plus-, and two-Container systems only and is optional. SB 1383 Regulations (14 CCR Section 18984.11) allow for, but do not require, Jurisdictions to offer Generators waivers for de minimis volumes, physical

space constraints, and Collection frequency. If Jurisdictions decide to offer such waivers, the Jurisdictions must comply with the 14 CCR Section 18984.11 waiver requirements. Note that 14 CCR Section 18984.11(c) specifies that the authority to issue a waiver cannot be delegated to a private entity (e.g., Contractor), and 14 CCR Section 18984.11(b) specifies that nothing in 14 CCR Section 18984.11 allows a Jurisdiction to exempt a business subject to the requirements of Section 42649.81 of the Public Resources Code (AB 1826) from compliance with that section.

Jurisdictions using the Performance-Based Compliance Approach do not need to comply with the waivers and exemptions process requirements of SB 1383 Regulations; and, therefore, may wish to eliminate or modify some or all requirements of this Section. A Jurisdiction using the Performance-Based Compliance Approach may offer waivers, provided that at least ninety percent (90%) of Single-Family Generators and ninety percent (90%) of Commercial Generators (including Multi-Family Generators) participate in the three-Container Collection program.

Jurisdictions using a one-Container system shall delete this Section 6.7 in its entirety, as waivers are not applicable to one-Container systems.

All types of waivers in this Section are optional. Jurisdictions may choose one or more waivers and eliminate the others and may choose to allow different waivers for different sectors (e.g., Single-Family, Multi-Family, and/or Commercial Generators). This Section addresses how waivers affect Contractor responsibilities, if waivers are granted by the Jurisdiction. Jurisdictions shall only include relevant waiver options, if any.

For Jurisdictions with Low-Population Area and/or High-Elevation Area waivers, it is important to recognize that the SB 1383 waivers are different than the waivers allowed under AB 341 and AB 1826. As a result, Jurisdictions with Low-Population Area and/or High-Elevation Area waiver(s) that choose to offer waivers to Multi-Family and/or Commercial Generators that are covered by AB 341 and/or AB 1826 and located in these areas will need to include a separate section that describes the waivers for these Generators or that points to the relevant section of the Jurisdiction Code.

A. **Types of Generator Waivers**

1. **General**. Jurisdiction may grant waivers described in this Section to Generators that impact the scope of Contractor's provision of service for those Customers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the Jurisdiction.

2. **De Minimis Waivers. (Three-, Three-Plus-, and Two-Container Systems Only).** The Jurisdiction may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials and SSGCOW requirements set forth in this Agreement, SB 1383 Regulations, and Section ___ of the Jurisdiction Code if the Multi-Family, Commercial Business, or its Property Owner provides documentation or

the Jurisdiction has evidence demonstrating one of the following de minimis conditions:

a. The Multi-Family's or Commercial Business' total Solid Waste Collection service is two (2) cubic yards or more per week, and SSGCOW or SSBCOW subject to Collection in a Blue Container or Green Container comprises less than twenty (20) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste; or,

b. The Multi-Family's or Commercial Business' total Solid Waste Collection service is less than two (2) cubic yards per week, and SSGCOW or SSBCOW subject to Collection in a Blue Container or Green Container comprises less than ten (10) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste.

3. **Physical Space Waivers. (Three-, Three-Plus-, and Two-Container Systems Only)** The Jurisdiction may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials or SSGCOW Collection service requirements set forth in this Agreement, SB 1383 Regulations, and Jurisdiction Code Section ___ if the Multi-Family, Commercial Business, or its Property Owner provides documentation, or the Jurisdiction has evidence from its staff, the Contractor, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Blue Containers and/or Green Containers.

4. **Collection Frequency Waivers. (Three-, Three-Plus-, and Two-Container Systems Only)** A Jurisdiction may allow the Contractor to provide Collection of Blue Containers, Gray Containers, or both once every fourteen (14) days, rather than once per week, for Customers that have been granted a Collection frequency waiver from the Jurisdiction. Guidance: For two-Container green/gray systems, delete "Blue Containers" and "or both" in the preceding sentence.

Guidance for above Collection frequency waiver: SB 1383 Regulations (14 CCR Section 18984.11(a)(3)) allow Jurisdictions to grant Collection frequency waivers to the owner or tenant of any residence, Premises, business establishment or industry that subscribes to a three-Container or two-Container Collection service provided that it demonstrates to the Enforcement Agency, as defined in Public Resources Code 40130, that less frequent Collection than required by 14 CCR Section 17331 will not cause receiving Solid Waste facilities, operations, or both to be in violation of applicable state minimum standards described in Subchapter 4 of Chapter 3 of Subdivision 1 of 27 CCR or 14 CCR Sections 17200 et seq. If a Jurisdiction allows for Collection frequency waivers, it may consider increasing the contamination monitoring efforts in Section 6.2 to verify that the fourteen (14) day Collection schedule does not result in violation of minimum standards.

B. **Contractor Waiver Request on Behalf of Generator**. Upon reasonable belief that a Generator may qualify for a de minimis, physical space, or Collection frequency

waiver, the Contractor may submit a request to the Jurisdiction to grant a waiver to the Generator, provided that adequate evidence of the de minimis, physical space, or Collection frequency waiver requirements specified in 14 CCR Section 18984.11 is included with the request. Jurisdiction shall review and approve or deny the waiver request. Contractor's request for consideration of a waiver shall include the Generator's name and address, type of Commercial Business or number of Multi-Family units if Customer is a Multi-Family premises, reasons Generator may be eligible for the waiver, and evidence such as, but not limited to: Service Level data, photo documentation, weight records, and technical assistance assessment results. Guidance: Jurisdictions may not want to allow for the Contractor to submit a waiver request on the behalf of a Generator. In such case, delete this subsection or amend it to specify that Contractor's submittal of a waiver on Customer's behalf shall include Customer's signature consenting to the waiver submittal.

C. **Contractor Review of Generator Waiver Requests**.

1. Option 1: Requests Submitted to Jurisdiction with Contractor Review. Generators may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers to the Jurisdiction. Upon the request of the Jurisdiction, Contractor shall within ___ (__) days of receipt of the Jurisdiction's request review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application.

2. Option 2: Requests Submitted to Contractor. Generators may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers to the Contractor. Contractor shall within ___ (__) days review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the Contractor's recommendation to approve or deny the waiver request, and send this information to the Jurisdiction within ___ (__) days of receipt of the Generator's waiver application for the Jurisdiction's review and approval. The Jurisdiction ultimately retains the right to approve or deny any application, regardless of the Contractor's recommendation. Contractor shall report information regarding waivers reviewed on a monthly basis, in accordance with Exhibit G.

   Guidance: Jurisdictions may not want the Contractor to be involved in review of waiver requests. In such case, delete this subsection C.

D. **Contractor Change in Customers' Service Levels**. When the Jurisdiction grants a waiver to a Generator, the Jurisdiction shall notify the Contractor within ____ (_) days of the waiver approval with information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. Contractor shall

have ____ (_) days to modify the Customer's Service Level and billing statement, as needed.

E. **Waiver Reverification**

Guidance: If the Jurisdiction wants the Contractor to assist in reverification of de minimis and physical space constraint waivers, which shall occur at least once every five (5) years pursuant to SB 1383 Regulations (14 CCR Section 18995.1(a)(6)), the following provision can be used to describe Contractor's responsibilities. Jurisdictions should omit this Section if they do not want Contractor's support with this activity. Note that SB 1383 Regulations (14 CCR Section 18995.1(a)(6)) specify the frequency for reverifications of de minimis and space constraint waivers; but do not require reverifications of Collection frequency waivers. Reverification of Collection frequency waivers has been included in the provisions below, but is optional.

It shall be the responsibility of the Contractor to verify that the Generators with de minimis, physical space constraint, or Collection frequency waivers continue to meet the waiver requirements set forth in this Section. Contractor shall conduct such reverifications of waivers through inspection of each Generator's Premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint waivers, and once every ___ (__)years for Collection frequency waivers. Pursuant to Exhibit G, Contractor shall maintain a record of each waiver verification and provide a monthly report to the Jurisdiction documenting the waiver reverifications performed and recommendations to the Jurisdiction on those waivers that Contractor concludes are no longer warranted. The Jurisdiction shall make a final determination of the waiver eligibility of Generators.

F. **Contractor Recordkeeping of Generators Granted Waivers.** Upon Contractor request, no more than _____ (__) times per year, the Jurisdiction shall provide Contractor an updated listing of waivers approved by the Jurisdiction, including the Generators' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications pursuant to Exhibit G.

6.8 SERVICE WAIVER PROGRAM COORDINATION

Guidance: Subsections A and B of this Section include descriptions of waivers that the Jurisdiction may qualify for and may be granted by CalRecycle under SB 1383 Regulations (14 CCR Section 18984.12). If a Jurisdiction obtains a Low-Population Area waiver or rural exemption from CalRecycle, it is not required to comply with some or all SB 1383 Regulatory requirements for a period of time specified in SB 1383 Regulations (14 CCR Section 18984.12). If a County is granted one or more of these waivers, these waivers may affect the Contractor's Collection or operations in that some of the service waivers/exemptions may apply to only Generators or Hauler Routes in the waiver/exemption areas. Jurisdiction shall only include in their franchise agreement the waiver provisions, if any, that the Jurisdiction qualifies for under SB 1383 Regulations (14 CCR Section 18984.12). Several sample contract provisions have been provided for Jurisdictions to use if they qualify for the waivers. Exhibits A and B demonstrate Collection

service customization options for each waiver.

While waivers for Low-Population Areas and High-Elevation Areas waive some SB 1383 regulatory requirements for Generators and Jurisdictions, AB 341 and AB 1826 requirements apply for Jurisdictions and for Multi-Family and Commercial Generators that are covered by AB 341 and AB 1826 and located in these areas. As a result, Jurisdictions with these waivers may need to amend their Agreement and Exhibits A and B to require their Contractor to provide Collection services, as needed, to align with the Jurisdiction's AB 341 Commercial Recycling program and AB 1826 Organic Waste Recycling programs.

A. **Low Population Area Waivers**

Guidance: A Jurisdiction may apply to CalRecycle for a Low-Population Area waiver if it meets the following criteria:

- A Jurisdiction may apply to CalRecycle for a waiver for the Jurisdiction and some or all its Generators from some or all of the requirements of 14 CCR, Division 7, Chapter 12, Article 3 if the Jurisdiction: (i) Disposed of less than 5,000 Tons of Solid Waste in 2014 as reported in the State Disposal Reporting System; and, (ii) the Jurisdiction has a total population of less than 7,500 people.
- A Jurisdiction may apply to CalRecycle for a waiver from some or all of the requirements of 14 CCR, Division 7, Chapter 12, Article 3 for census tracts that have a population density of less than 75 people per square mile that are served by the Jurisdiction and are located in unincorporated portions of a County.

If a Jurisdiction qualifies and secures a Low-Population Area waiver from CalRecycle, the following language is presented for inclusion in their franchise agreement to inform the Contractor of the waiver and identify Collection services that are impacted. The Jurisdiction will need to prepare an Exhibit that identifies the Low-Population Areas.

As of the Commencement Date, certain census tracts of the Jurisdiction qualify as Low-Population Areas, as specified in Exhibit XXXX. Some Collection service requirements are waived for the Low-Population Areas, as described in Exhibits A and B. Low-population waivers granted by CalRecycle are only valid for a period of up to five (5) years; therefore, the qualifying areas identified in Exhibit XXXX are subject to change. If, during the Term of this Agreement, the Jurisdiction is granted a waiver that expands the Low-Population Areas, or if the Jurisdiction's waiver(s) are no longer valid, resulting in a reduction in the number of the Low-Population Areas, any resulting Collection service changes shall be addressed as a change in scope in accordance with Section 4.4.

B. **High-Elevation Waivers**

Guidance: 14 CCR Section 18984.12(d) allows for a Jurisdiction to apply for an elevation waiver as follows:

- A Jurisdiction may apply to CalRecycle for a waiver for the Jurisdiction and some or all of its Generators from the requirement to separate and recover Food Waste and Food-Soiled Paper if the entire Jurisdiction is located at or above an elevation of 4,500 feet.
- A Jurisdiction may apply to CalRecycle for a waiver for some or all of its Generators from the requirement to separate and recover Food Waste and Food-Soiled Paper in census tracts located in unincorporated portions of the County that are located at or above 4,500 feet.

The Jurisdiction or certain census tracts of the Jurisdiction qualify as High-Elevation Areas, as specified in Exhibit XXXX. The Food Waste Collection service requirements for the High-Elevation Areas are waived as specified in Exhibits A and B. If the Jurisdiction's elevation waiver status, as granted by CalRecycle under 14 CCR Section 18984.12, changes during the Term of the Agreement, any resulting Collection service changes shall be addressed as a Jurisdiction-directed change in scope in accordance with Section 4.4 of this Agreement.

C. **Processing Facility Temporary Equipment or Operational Failure Waiver**

Guidance: SB 1383 Regulations (14 CCR Section 18984.13(a)(2)) require Jurisdictions to notify CalRecycle in the event that one of their Processing facilities is temporarily unable to Process any of the Discarded Materials Collected (except Gray Container Waste), and the Jurisdiction consequently allows for Landfill Disposal of Organic Waste. If Jurisdiction relies on Contractor to provide or Subcontract for Processing services (e.g., includes Approved/Designated Facility(ies) for Processing), then Jurisdiction shall include this provision to require the Contractor, or its Subcontractor that operates the Approved/Designated Facility(ies), to provide notification to the Jurisdiction. It is the Jurisdiction's responsibility under SB 1383 Regulations (14 CCR Section 18984.13(a)(2)) to send a notice to CalRecycle within ten (10) days of a waiver decision, including information on the incident, the Facility's Recycling and Disposal Reporting System (RDRS) number, and the period of time that that the Jurisdiction will allow the Organic Waste stream to be deposited in a Landfill as a result of the incident. Having the Contractor provide some of this information in the notification may help the Jurisdiction accomplish the ten (10) day reporting requirement.

1. **Notification to the Jurisdiction.** The Contractor, or their Subcontractor (such as a Facility operator), shall notify the Jurisdiction of any unforeseen operational restrictions that have been imposed upon an Approved/Designated Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent an Approved/Designated Facility from Processing and recovering Source Separated Recyclable Materials, SSGCOW, or Mixed Waste. The Contractor or Subcontractor shall notify the Jurisdiction as soon as possible and no later than _____ (_) hours/days from the time of the incident. The notification shall include the following: (i) name of Approved/Designated Facility; (ii) the Recycling and Disposal Reporting System Number of the Approved/Designated Facility; (iii) date the Approved/Designated Facility

became unable to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (iv) description of the operational restrictions that have been imposed upon the Approved/Designated Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Contractor anticipates the temporary inability of the Approved/Designated Facility to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (vi) Contractor's proposed action plan to deliver materials to an Alternative Facility for Processing (refer to Section E.1.H of Exhibit E) or Contractor's request for waiver to deliver Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility.

2. **Use of Alternative Facility or Waiver for Disposal of Materials**. Upon notification by Contractor or Subcontractor of an Approved/Designated Facility's inability to Process materials, Jurisdiction shall evaluate the notification and determine if Jurisdiction shall require Contractor to use an Alternative Facility or allow the Contractor to Transport the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility for Disposal on a temporary basis for a time period specified by the Jurisdiction. Upon Jurisdiction's decision, the Jurisdiction shall notify the Contractor of its requirement to use an Alternative Facility for Processing or to use the Approved Disposal Facility for Disposal, and the period of time that the Jurisdiction will allow the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to be redirected to the Alternative Facility or Approved/Designated Disposal Facility. Pursuant to 14 CCR Section 18984.13, the approved Disposal period shall not exceed ninety (90) days from the date the Approved/Designated Facility's Processing restriction or failure commenced. In such case, the Contractor must receive written permission from the Jurisdiction Contract Manager prior to depositing any Discarded Material in a Landfill.

3. **Record Keeping and Reporting.** Contractor shall maintain a record of any Approved/Designated Facility incidents and report this information to the Jurisdiction in accordance with Exhibit G.

D. **Disaster Waivers.** In the event of a disaster, the Jurisdiction may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 4.4.

E. **Removal of Material from Homeless Encampments and Illegal Disposal Sites.** The Contractor may, but is not required to, separate or recover Organic Waste that Contractor removes from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety. Contractor shall report the

amount of Discarded Materials removed for Disposal from homeless encampments and illegal disposal sites, in accordance with Exhibit G.

Guidance: The model language in subsection E intends to list the exemption provisions presented under the SB 1383 Regulations (14 CCR Section 18984.13(c)) and is not intended to be a comprehensive description of procedures and protocols for removing material from homeless encampments and illegal disposal sites. The Contractor is not required to participate in these removal activities unless it has been agreed upon as part of the Contractor's scope of services. If the Contractor is not involved in these activities, remove this subsection. Users of the model may include more detail on this topic as appropriate.

F. **Quarantined Waste.** If approved by the Jurisdiction, the Contractor may Dispose of specific types of SSGCOW that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the Jurisdiction or until Jurisdiction provides notice that the quarantine has been removed and directs Contractor to Transport the SSGCOW to the Approved/Designated Facility(ies) for such material.

In accordance with Exhibit G, the Contractor shall maintain records and submit reports regarding compliance agreements for quarantined SSGCOW that are Disposed of pursuant to this subsection.

6.9 INSPECTION AND ENFORCEMENT

Guidance: SB 1383 Regulations (14 CCR Section 18995.1) define minimum inspection requirements for Jurisdictions. Through the franchise agreement, a Jurisdiction may choose to delegate some of these requirements to the Contractor; however, it is important to recognize that (i) SB 1383 Regulations (14 CCR Section 18981.2(d)) specify that nothing in 14 CCR, Division 7, Chapter 12 authorizes a Jurisdiction to delegate to a private entity, such as the Contractor, the authority to impose civil penalties or maintain an action to impose civil penalties; and, (ii) SB 1383 Regulations (14 CCR 18984.11(c)) further specify that the Jurisdiction cannot delegate the authority to issue a waiver authorized by 14 CCR Section 18984.11 to a private entity, such as the Contractor. If a Jurisdiction is using the Performance-Based Compliance Approach, it does not need to comply with all of the inspection and enforcement requirements of SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 14), except for inspection and enforcement related to Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators. As a result, the Jurisdiction may wish to eliminate all provisions in this Section, or may choose to retain some or all requirements of this Section with the understanding that they are not required to by SB 1383 Regulations.

This Section includes two options for consideration: (i) Contractor performance of compliance reviews, and (ii) Jurisdiction, or its agent's, performance of compliance reviews.

Option 1: Contractor Performance of Compliance Reviews

A. **Annual Compliance Reviews**

1. **General**. Contractor shall perform compliance reviews described in this Section commencing January 1, 2022, and at least annually thereafter, unless otherwise noted.

2. **Commercial Generator Compliance Reviews**

Option 1: Applicable for Three-, Three-Plus-, or Two-Container Systems

The Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste, to determine their compliance with: (i) Generator requirements under the Jurisdiction's Discarded Materials Collection program; and, (ii) if applicable for the Generator, (if Self-Haul is allowed) Self-Hauling requirements pursuant to 14 CCR Section 18988.3 and Section ___ of the Jurisdiction Code, including whether a Multi-Family or Commercial Business is complying through Back-Hauling SSGCOW and/or Source Separated Recyclable Materials and/or SSBCOW. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, the Jurisdiction may request that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information. Guidance: Note that an on-site observation is not required for the compliance review; however, it may be included as an option in the Agreement if that practice is desired or more efficient for the Jurisdiction and/or Contractor.

Option 2: Applicable for One-Container System

The Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste, to determine their compliance with: (i) Generator requirements under the Jurisdiction's Discarded Materials Collection program, including documenting if the Commercial or Multi-Family Customer is Transporting Discarded Materials to an Approved/Designated High Diversion Organic Waste Processing Facility; and, (ii) if applicable for the Generator, (if Self-Haul is allowed) Self-Hauling requirements pursuant to 14 CCR Section 18988.3 and Section ___ of the Jurisdiction Code, including whether a Multi-Family or Commercial Business is complying through Back-Hauling Organic Waste.

3. **Annual Hauler Route Review.** (Required for Three-, Three-Plus-, or Two--Container Systems) Beginning April 1, 2022 and annually thereafter, the Contractor shall conduct annual Hauler Route reviews of Commercial, Multi-Family, and Single-Family Generators for compliance with the Jurisdiction's Discarded Materials Collection program and Container contamination

monitoring. These Hauler Route reviews may be performed concurrently with the contamination monitoring Hauler Route reviews, provided that Contractor documents a reasonable sampling of Generators for which compliance with the Jurisdiction's Discarded Materials Collection program during the Hauler Route review was assessed.

Guidance: If Jurisdiction performs waste evaluation studies consistent with SB 1383 Regulations (14 CCR Section 18984.5(c)), as described in Section 6.2 of this Agreement, it does not need to conduct the annual Hauler Route reviews described above and this provision can be eliminated.

B. **Generator Waiver Inspections**. In accordance with Section 6.7, Contractor shall verify Multi-Family and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver, and verify Collection frequency waivers at least once every ___ (__) years from the date of issuance of the waiver.

Guidance: Note that SB 1383 Regulations (14 CCR Section 18995.1(a)(6)) do not require reverification of Collection frequency waivers, so this may be omitted by Jurisdictions. If using a one-Container system, delete this provision entirely, as these waivers do not apply.

C. **Compliance Review Process**

1. **Number of Reviews**. The Contractor shall conduct a sufficient number of compliance reviews, Hauler Route reviews, and inspections of Generators, to adequately determine the Generators' overall compliance with SB 1383 Regulations, AB 1826, AB 341, and Chapter ___ of the Jurisdiction Code. The number of reviews shall be no less than ___ (__) in total and/or for each review type and the timeframe, if desired. Jurisdiction reserves the right to require additional inspections, if the Jurisdiction determines that the amount of inspections conducted by the Contractor is insufficient. Jurisdiction may require the Contractor to prioritize inspections of entities that the Jurisdiction determines are more likely to be out of compliance.

Guidance: 14 CCR Section 18995.1(b), requires "a sufficient number" of reviews to be conducted. For the purposes of the Agreement, the Jurisdiction may wish to specify the number of compliance reviews to reduce ambiguity of what is considered sufficient by both Parties.

2. **Non-Compliant Entities**. From January 1, 2022 through December 31, 2023, when compliance reviews are performed by Contractor pursuant to Section 6.9.A, Contractor shall provide educational materials in response to violations. Contractor shall provide these educational materials to the non-compliant Customers and Generators within ___ (___) days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or Hauler Route review.

Contractor shall document the non-compliant Customers and Generators and the date and type of education materials provided, and shall report such information to the Jurisdiction in accordance with Exhibit G. Beginning January 1, 2024, the Contractor shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through Contractor's compliance reviews pursuant to Section 6.9.A, and shall report all Customers and Generators with violations of SB 1383 Regulations to the Jurisdiction in accordance with Exhibit G. The Jurisdiction shall be responsible for subsequent enforcement action against the Generators.

3. **Documentation of Inspection Actions.** The Contractor shall generate a written and/or electronic record and maintain documentation for each inspection, Hauler Route review, and compliance review conducted, including the information described in Exhibit G.

Option 2: Compliance Reviews by Jurisdiction or Third Party

A. **General.** The Jurisdiction, or their third party designee, shall implement an inspection and enforcement program that is designed to ensure overall compliance with SB 1383 Regulations, AB 1826, AB 341, other Applicable Law, and Chapter ___ of the Jurisdiction Code, which may include, but is not limited to, Hauler Route reviews and inspections of applicable regulated entities.

B. **SB 1383 Regulatory Compliance Consultant**. The Jurisdiction will use a Jurisdiction-selected consultant to monitor Customer and Generator compliance with Collection services described in Article 5 this Agreement, including performance of compliance reviews. The Jurisdiction will be responsible for hiring and managing the work performed by the consultant. The Jurisdiction reserves the right of directing the consultant to coordinate, assign, and review the public education and outreach work conducted by the Contractor's Outreach Coordinator(s). The cost of the SB 1383 Regulatory Compliance Consultant shall be paid for and/or funded by the [Contractor or Jurisdiction] as described in Article 10.

Guidance: If desired, Jurisdictions may use third-party designees other than the Contractor for certain SB 1383 Regulatory requirements. This subsection B provides an example of such third party involvement, which is in no way required by SB 1383 Regulations.

C. **Contractor Cooperation Required**. Contractor shall cooperate with all Hauler Route reviews, Customer or Generator inspections, or compliance reviews conducted by the Jurisdiction or its designee. Contractor's cooperation may include, but is not limited to: providing data, equipment, revised Hauler Route sequencing or timing, and/or training necessary for Jurisdiction staff, or its designee's staff, on Hauler Route safety and conduct of Container inspections. Contractor recognizes that the Hauler Route review, inspections, and compliance reviews may conflict with normal working operations or Hauler Route times otherwise set out in this Agreement. Contractor shall

make adjustments to its normal working operations or Hauler Route times as reasonably requested by the Jurisdiction, or its designee, and shall comply with the process regardless of those impacts. Upon Jurisdiction, or its designee, request for information or support, Contractor shall provide a response to Jurisdiction, or its designee, requests in a timely manner, not to exceed _____ (___)days from receipt of the request.

6.10 SERVICE COMPLAINTS

Guidance: SB 1383 Regulations (14 CCR Section 18995.3) require that Jurisdictions investigate any complaints from any Person that an entity may not be compliant with SB 1383 Regulations, with the exception that if a Jurisdiction is using the Performance-Based Compliance Approach, pursuant to14 CCR, Division 7, Chapter 12, Article 17, it only needs to investigate complaints related to Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services. Jurisdictions using the Performance-Based Compliance Approach will need to remove or modify contract provisions below as appropriate. This Section includes three options for consideration: (i) Contractor complaint investigation; (ii) Jurisdiction, or its agent's complaint investigation; or, (iii) a combination of both.

A. **Documentation of Complaints**.

1. **General**. The Contractor agrees to maintain a computer database log of all oral and written complaints received by Contractor from Customers or other Persons. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. Contractor agrees to document and maintain for a period of at least _____ (___) months on a form or log all Complaints registered by Customers and Persons, in accordance with this Section and Exhibit G. Contractor shall record complaints received related to SB 1383 Regulatory non-compliance in its log in a manner further described in subsection A.2 below.

2. **SB 1383 Regulatory Non-Compliance Complaints**.

Guidance: Under SB 1383 Regulations (14 CCR Section 18995.3(a)), the Jurisdiction shall provide a procedure for the receipt and investigation of written complaints of alleged violations of SB 1383 Regulations. The procedure shall allow for the submission of anonymous complaints and provide that the complaints be in writing, including the information specified in SB 1383 Regulations (14 CCR Section 18995.3). This Section should be modified to reflect the Jurisdiction's chosen procedure, as needed. For complaints received in which the Person alleges that an entity is in violation of SB 1383 Regulations, Contractor shall document the information listed in Section G.4.2.E of Exhibit G. Contractor shall provide this information in a brief complaint report to the Jurisdiction for each SB 1383 Regulatory non-compliance complaint within _____ (___) days of receipt of such complaint, and a monthly summary report of SB 1383 Regulatory non-compliance complaints in accordance with Exhibit G.

B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints.**
Option B.1: Contractor Investigation of SB1383 Non-Compliance Complaints

1. **Investigation**. Guidance: SB 1383 Regulations (14 CCR Section 18995.3(c)) require that the Jurisdiction commence an investigation within ninety (90) days of receiving a complaint of an entity that is non-compliant with SB 1383 Regulatory requirements. If the Jurisdiction is delegating some of the investigation responsibilities to the Contractor, the Jurisdiction may want to include a shorter timeframe for the Contractor to commence their investigation to allow ample time for the Jurisdiction to notify the Contractor and ensure that the process commences within the required ninety- (90-) day window. Contractor shall commence an investigation, within ninety (90) days or insert shorter timeframe if desired of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if Jurisdiction determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon Jurisdiction request to investigate a complaint received by Jurisdiction, in which Jurisdiction determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations. Contractor is required to investigate complaints against Customers and Generators, but not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383 Regulations. Guidance: Note that this Section does not anticipate that Contractor will investigate complaints against Food Recovery Organizations or Food Recovery Services. Additionally, this Section focuses on complaints related to alleged non-compliance with SB 1383 Regulations, but the Jurisdiction may choose to expand this Section to include investigation of complaints related to AB 1826, AB 341, or other Applicable Law. SB 1383 Regulations (14 CCR Section 18995.3) state that a Jurisdiction shall provide a procedure for the receipt and investigation of written complaints of alleged violations. The list below is an example of items that may be included in an investigation procedure, but are not required by SB 1383 Regulations.

Contractor shall investigate the complaint using one or more of the methods:

a. Reviewing the Service Level of the entity that may not be compliant with SB 1383 Regulations; Guidance: For non-exclusive franchise agreements, reword as follows: "Reviewing the Service Level of the Customer that may not be compliant with SB 1383 Regulations".

b. Reviewing the waiver list to determine if the entity has a valid de minimis, physical space constraint, or Collection frequency waiver; Guidance: Jurisdiction shall eliminate any of the highlighted waivers if they have chosen not to offer the waivers to Generators.

c. Reviewing the Self-Haul registration list to determine if the entity has registered and reviewing the entity's reported Self-Haul information; Guidance: Jurisdiction may not have such a system in place. If so, delete.

d. Determining if the entity is located in a Low-Population Area and/or High-Elevation Area;

e. Inspecting Premises of the entity identified by the complainant, if warranted; and/or,

f. Contacting the entity to gather more information, if warranted.

2. **Reporting**. Within ___ (___) days of completing an investigation of an SB 1383 Regulatory non-compliance complaint, Contractor shall submit an investigation complaint report that documents the investigation performed and recommends to Jurisdiction on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor's investigation. The Jurisdiction shall make a final determination of the allegations against the entity.

B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints**
Option B.2: Jurisdiction or Third Party Investigation of SB 1383 Regulatory Non-Compliance Complaints

Jurisdiction, or its designee, shall be responsible for investigating complaints received by the Jurisdiction that an entity may not be compliant with SB 1383 Regulations. Within ___ (___) days of the Jurisdiction's or its agent's request, Contractor shall provide Jurisdiction or its agent with the Customer's then-current Service Level information and other documentation that may be useful in the investigation, such as records of the Customer's two most recent change(s) in Service Level and other Customer service records.

Option 3: Combination Options 1 and 2

Guidance: A Jurisdiction may want to rely on the Contractor to investigate some complaints (e.g., up to ___ (___) complaints per year) and take responsibility for other complaints. In such case, Jurisdiction can adapt the contract provisions provided in Option 1 and 2 to fit its needs.

6.11 PROVISION OF RECOVERED ORGANIC WASTE PRODUCTS

Guidance: SB 1383 Regulations (14 CCR Section 18993.1) require that each Jurisdiction procure recovered Organic Waste products, with a minimum procurement target set based on the Jurisdiction's population. For the purposes of the procurement requirements in 14 CCR Section 18993.1, "Jurisdiction" only includes a city, a county, or a city and county. SB 1383 Regulations (14 CCR Section 18993.1) allow Jurisdictions to meet their recovered Organic Waste product procurement target requirement through procurement of Compost, Renewable Natural Gas (RNG), Mulch, or electricity from biomass, subject to certain limitations. (Note that rural jurisdictions are exempt from the recovered Organic Waste product procurement requirements through December 31, 2026.) Jurisdictions may look to fulfill some or all of their procurement obligations by incorporating requirements in its franchise agreement for their Contractor to procure and use products on the Jurisdiction's behalf or provide products to the Jurisdiction. Some examples are

included below for illustrative purposes only. Any or all of the following optional provisions may be used, or the user can create their own provision(s) not included in these examples.

Option 1: Bulk Compost Reserved for Jurisdiction

Contractor shall make available for Jurisdiction at least _____ (_) cubic yards of bulk Compost per calendar year for use in Jurisdiction parks and facilities at no cost to the Jurisdiction or at Jurisdiction-approved Rates or as otherwise agreed upon by the Jurisdiction and Contractor. Jurisdiction will notify Contractor as to the Jurisdiction's needs for delivery of finished Compost throughout the calendar year. Contractor shall deliver Compost within _____ (_) days of purchase/request to any accessible location within Jurisdiction limits. If Jurisdiction does not use or purchase Compost made available by Contractor by the end of the calendar year, the Jurisdiction no longer retains the right to purchase/use/request that bulk compost allocation that was reserved for that calendar year. Any of the ____ (___) cubic yards bulk Compost allotment that is not requested by the Jurisdiction during the calendar year shall not carry over into the next calendar year. Upon request, Contractor shall provide Jurisdiction with Compost lab results and specifications. All Compost provided by Contractor must meet or exceed State requirements for Compost quality, including those standards regarding Compost maturity, reduction of pathogens, elimination of weed seeds, and concentrations of physical contaminants such as glass, plastic, metal, and other Non-Organic Recyclables. All Compost provided by Contractor must be suitable for use in landscaping, parks, sports fields, and community gardens, and must be suitable for distribution to the general public, but shall not be required to be certified by the Organic Materials Review Institute (OMRI). Guidance: Some Jurisdictions receive these services "at no additional charge" while others pay for the services. Optional language is highlighted in the above provision to note these customization choices. Jurisdiction's legal counsel is advised to provide input on this item. Use of bulk Compost in Jurisdiction parks and facilities has been included as an option, but the Jurisdiction should insert other uses as applicable (e.g., public or community gardens).

Option 2: Bulk Mulch Provided by Contractor to Jurisdiction

Contractor shall make available to Jurisdiction at least _____ (_) cubic yards of bulk Mulch per calendar year for use in Jurisdiction parks and facilities at no additional cost to Jurisdiction or Customers or at Jurisdiction-approved Rates. The Mulch shall be approved in advance by the Jurisdiction. The Mulch shall meet all conditions pursuant to the definition of Mulch.

The Mulch shall be of a color specified by the Jurisdiction to the extent that the color specified by the Jurisdiction is locally commercially available. Jurisdiction will notify Contractor as to the Jurisdiction's needs for delivery of finished Mulch throughout the calendar year. Contractor shall deliver Mulch within _____ (_) days upon request of Jurisdiction to any accessible location within Jurisdiction limits at no additional cost to Jurisdiction. If Jurisdiction does not take delivery of Mulch made available by Contractor within _____ (_) calendar days of the end of the calendar year, Contractor's obligation to

deliver Mulch for said calendar year shall be deemed to be satisfied. Any of the ____ (_) cubic yards bulk Mulch allotment that is not requested by the Jurisdiction during the calendar year shall not carry over into the next calendar year. Guidance: Some Jurisdictions receive these services "at no additional charge" while others pay for the services. Optional language is highlighted in the above provision to note this customization choice. Jurisdiction's legal counsel is advised to provide input on this item. Use of bulk Mulch in Jurisdiction parks and facilities has been included as an option, but the Jurisdiction should insert other uses as applicable (e.g., public or community gardens).

Option 3: Compost and/or Mulch Distribution Events for Residents

At no cost to the Jurisdiction, Contractor shall distribute an annual total of at least ___ (___) insert number of one (1) cubic-foot bags or other receptacle/unit size of Compost and/or Mulch to Jurisdiction residents at ____ (_) public Compost distribution events per calendar year (such that Contractor shall provide at least ____ (_) bags per event). The location, date, and time of such events shall be mutually agreed upon by Contractor and the Jurisdiction Contract Manager and may be held in conjunction with other Jurisdiction-approved events. Contractor shall deliver the bagged Compost and/or Mulch to the agreed-upon event location at no cost to Jurisdiction. Contractor shall provide at least ____ (_) attendant(s) for at least ____ (_) hours per event. All Compost provided by Contractor must meet or exceed State requirements for Compost quality, including those standards regarding Compost maturity, reduction of pathogens, elimination of weed seeds, and concentrations of physical contaminants such as glass, plastic, metal, and other Non-Organic Recyclables. All Compost and/or Mulch provided by Contractor must be suitable for use in landscaping, parks, sports fields, and community gardens, and must be suitable for distribution to the general public, but shall not be required to be certified by the Organic Materials Review Institute (OMRI). The Mulch shall meet all conditions pursuant to the definition of Mulch. Jurisdiction may determine if the Compost and/or Mulch shall be given to residents at no charge or if residents shall be charged a fee for the Compost and/or Mulch. If a fee is to be charged, Contractor and Jurisdiction shall meet and confer to discuss the amount of the fee, process for collecting the fee, and use of the revenues received. Guidance: This provision should be modified based on the material type(s) distributed during these events: Compost, Mulch, or a combination of both. If using a combination, the Jurisdiction may wish to specify the amount required for each material type. Additionally, this provision calls for bagging of the Compost and/or Mulch for the distribution event, which is a popular approach with residents. The provision can be modified to structure a lower cost distribution event in which bulk Compost and/or Mulch is made available to residents to load themselves into resident-provided Containers. This example provision contemplates that distribution will occur at specific events; however, if the Jurisdiction's program includes distribution at a fixed facility rather than, or in addition to, events, that should be specified.

Option 4: Use of Renewable Natural Gas (RNG)

Guidance: Refer to Section 7.4.B for an option in which the Contractor uses RNG for its collection vehicles.

6.12 REPORT OF ABANDONED MATERIALS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

6.13 NON-DISCRIMINATION IN PROVISION OF SERVICE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

6.14 DISCARDED MATERIALS COMPOSITION STUDIES

Guidance: Some Jurisdictions include provisions in their agreements requiring the Contractor to support Discarded Materials composition studies conducted by the Jurisdiction or others, or to perform composition studies of Discarded Materials to quantify the percentage of materials in the Discarded Material stream by material type for various Customer types and/or routes. The results of the composition studies are typically used to plan programs and education efforts. These types of composition studies are more robust than the waste evaluations described in Section 6.2 and serve a different purpose. Jurisdictions may want to include an existing provision for composition studies in its Agreement, if they have one, subject to review and revision as needed, or may want to use provisions resulting from negotiations with their service provider. This type of provision is optional and not included in all agreements.

6.15 EMERGENCY SERVICES

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 7: STANDARDS OF PERFORMANCE

7.1 GENERAL

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.2 OPERATING HOURS AND SCHEDULES

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.3 COLLECTION STANDARDS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.4 COLLECTION VEHICLE REQUIREMENTS

A. **General Requirements**. Guidance: In this subsection, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

B. **Renewable Natural Gas (RNG) Vehicles**

Guidance: This is an optional section. Jurisdiction has the option to include RNG requirements to help reach compliance with the procurement targets specified in SB 1383 Regulations (14 CCR Section 18993.1). Options to specify RNG requirements may include requirements for Contractor to use RNG for some or all different vehicle types (e.g., roll-off, front-load, side-load, support) or for some or all types of Hauler Routes (e.g., Single-Family, Multi-Family, Commercial, Roll-Off routes). It is important to recognize that SB 1383 Regulations are specific about the type of RNG that qualifies for use toward the Jurisdiction's annual recovered Organic Waste product procurement target, in accordance with 14 CCR Section 18993.1. Specifically, RNG shall be derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion Facility that is permitted or otherwise authorized by Title 14 of CCR to recover Organic Waste. Furthermore, RNG procured from a publicly-owned treatment works (POTW) may only count toward a Jurisdiction's annual recovered Organic Waste product procurement target if it receives Organic Waste directly from certain types of Facilities and meets other requirements specified in 14 CCR Section 18993.1(h).

This example contemplates a situation where all Collection vehicles will use RNG; however, the Jurisdiction and Contractor may agree on only certain types of Collection vehicles or a certain number of Collection vehicles that will use RNG. This Section includes an option to insert a date when this requirement shall be met; however, a phased in approach with multiple dates could also be used, if desired.

All Collection vehicles used by Contractor under this Agreement shall be powered by RNG generated by the {insert name of publicly-owned treatment works in-vessel digestion facility} or powered by RNG that is purchased through a wheeling agreement with a party(ies), provided that the wheeling agreement is for purchase of gas derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion Facility that is permitted or otherwise authorized by Title 14 of CCR to recover Organic Waste and meets the requirements of 14 CCR Section 18993.1(h). Contractor shall comply with this requirement no later than insert date. Upon Jurisdiction's request, Contractor shall obtain and provide the Jurisdiction with a written certification by an authorized representative of the publicly-owned treatment works or the wheeling agreement service provider certifying that the in-vessel

digestion Facility produces the RNG consistent with the requirements of 14 CCR Section 18993.1(h). Contractor shall maintain records of the amount of RNG purchased and shall report this information in accordance with Exhibit G. Contractor shall agree to the Jurisdiction the right to report this RNG usage toward the Jurisdiction's fulfilment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

7.5 CONTAINER REQUIREMENTS

Guidance: This Section presents a scenario in which the Contractor provides all Containers for Collection services. If the Jurisdiction provides some or all of the Containers, this Section should be revised and Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Some provisions provided in this Section, such as Container labeling, may be relevant to Jurisdiction-provided Container scenarios.

A. Provision of Containers by Contractor and Color Standards

Guidance: 14 CCR Section 18984.7 provides direction to Jurisdictions on the colors of the Collection Container bodies or lids to shift all Containers statewide to blue, green, and gray Containers for primary material types, brown for Food Waste, and other colors for additional material streams. A Jurisdiction must be in full compliance with the color requirements by January 1, 2036. It is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of SB 1383 Regulations prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. The Container color options are summarized below. Following the color summary list are optional contract provisions presented for Jurisdictions that are color-compliant currently and Jurisdictions with non-compliant colors.

Blue Containers	Blue body and lid
	Blue body, gray lid
	Blue lid, any color body
Green Containers	Green body and lid
	Green body, gray lid
	Green lid, any color body
Brown Containers	Brown body and lid
	Brown body, gray lid
	Brown lid, any color body

Gray Containers (Gray Container Waste)	Gray body and lid
	Gray lid, any color body
Gray Containers (Mixed Waste)	Gray body and lid
	Gray lid, any color body

Other Container combinations (such as Split Containers or Containers for additional material streams) may be used, as described in this Section and Sections 5.5 and 5.9.

Hardware such as hinges and wheels on Containers may be any color.

For the purposes of the Model, the word "gray" has been used; however the definitions of Blue Container, Brown Container, Green Container, and Gray Container under SB 1383 Regulations (14 CCR Section 18982(a)) include gray or black as acceptable colors, where applicable. If the Jurisdiction would like to specifically use black Containers or black parts of Containers, pursuant to this Section, they may substitute the word "black" in this Section and throughout the Agreement wherever "gray" is used.

1. **General**

a. Option 1: Colors Already Compliant

Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section 7.5 or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. At least _____ (____) days in advance of Contractor Container purchases or repainting of metal Containers, Contractor shall present proposed colors to the Jurisdiction for review and approval.

b. Option 2: Colors Not Compliant; Containers Replaced Upon Commencement

Guidance: Under 14 CCR Section 18984.7, Jurisdiction is not required to replace functional Containers prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. Based on factors including cost, age of Containers, Contractor transition (if any), program timing, or other logistical concerns, the Jurisdiction shall determine the best time to transition their Container bodies and/or lids to compliant colors. The Jurisdiction may, but is not obligated to, require new Containers upon commencement of the Agreement, as represented in Option 2, or require new Containers at a later date during the term of the Agreement, as represented in Option 3.

As of the Commencement date of this Agreement, Contractor shall provide all Customers with new Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law.

Contractor shall develop a detailed plan and timeline for distribution of new Containers to Customers and the emptying and removal of existing Containers from Customers, which may involve coordination with the Jurisdiction's current contractor. Contractor shall submit the plan to the Jurisdiction Contract Manager at a minimum of _____ (___)days prior to the Commencement Date for review and approval by Jurisdiction Contract Manager. When the distribution of Containers commences, Contractor shall provide a daily email or verbal report to the Jurisdiction Contract Manager on the status of the Container distribution process, areas of concerns and proposed resolutions, and other relevant information. The detailed plan shall include a description of the education and outreach efforts that will accompany the Container distribution process.

c. Option 3: Colors Not Compliant; Containers Replaced During the Term of the Agreement

Contractor shall use the Contractor-provided Collection Containers that are currently located at Customers' Premises or provide Customers with Collection Containers from Contractor's current inventory.

No later than insert date, Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. At least ____ (___) days in advance of Contractor Container purchases or repainting of metal Containers, Contractor shall present proposed colors to the Jurisdiction for review and approval. If an existing Container breaks or is otherwise rendered non-functional on or after January 1, 2022, the Contractor shall replace the non-functional Container with a Container that complies with the color requirements of this Section. Notwithstanding this Section, the Contractor is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Section prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

2. **Blue Containers (Source Separated Recyclable Materials)**

Guidance: Blue Containers are considered color compliant if either the lid *or* the body are blue in color, as described in the guidance note at the beginning of this Section. If the lid is blue, the body may be any color, as represented in Option 1.

If the body is blue, the lid must be either gray or blue, as represented in Options 2 and 3, respectively.

Option 1: Blue Containers must have a lid that is blue in color; and a body that is insert any other color in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

Option 2: Blue Containers must have a body that is blue in color, and a lid that is gray in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

Option 3: Blue Containers must have a lid and body that is blue in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

3. **Green Containers (SSGCOW)**

Guidance: Green Containers are considered color compliant if either the lid *or* the body are green in color, as described in the guidance note at the beginning of this Section. If the lid is green, the body may be any color as represented in Option 1. If the body is green, the lid must be either gray or green, as represented in Options 2 and 3, respectively.

Option 1: Green Containers must have a lid that is green in color; and a body that is insert any other color in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

Option 2: Green Containers must have a body that is green in color, and a lid that is gray in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

Option 3: Green Containers must have a lid and body that are green in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

4. **Gray Containers (Gray Container Waste or Mixed Waste)**

Guidance: Gray Containers are considered color compliant if either the lid *or* the body are gray in color, as described in the guidance note at the beginning of this Section. Mixed Waste and Gray Container Waste are both collected in Gray Containers and have the same color requirements.

Option 1: Gray Containers must have a lid that is gray in color, and a body that is insert any other color in color. Hardware such as hinges and wheels on the Gray Container may be a different color.

Option 2: Gray Containers must have a lid and body that are gray in color. Hardware such as hinges and wheels on the Gray Container may be a different color.

5. **Brown Containers (Food Waste)**

Guidance: Brown Containers are considered color compliant if either the lid or the body are brown in color, as described in the guidance note at the beginning of this Section. If the lid is brown, the body may be any color as represented in Option 1. If the body is brown then the lid must be gray or brown, as represented in Options 2 and 3 respectively.

Option 1: Brown Containers must have a lid that is brown in color; and a body that is insert any other color in color. Hardware such as hinges and wheels on the Brown Containers may be a different color.

Option 2: Brown Containers must have a body that is brown in color, and a lid that is gray in color. Hardware such as hinges and wheels on the Brown Containers may be a different color.

Option 3: Brown Containers must have a lid and body that are brown in color. Hardware such as hinges and wheels on the Brown Containers may be a different color.

6. **Split Containers**

Guidance: A Jurisdiction may provide a Container or Containers that are split or divided into segregated sections, instead of an entire Container, as long as the lids of the separate sections of a Split Container comply with the Container color requirements of 14 CCR Sections 18984.1,18984.2, and 18984.7. Examples of Split Containers that could be used include, but are not limited to, the following:

Option 1: Blue Split-Container (Dual-Stream Source Separated Recyclable Materials Collection)

For Split Containers that segregate SSBCOW and Non-Organic Recyclables, Contractor shall provide Split Containers with the section of the Container designated for the Collection of SSBCOW with a lid that is blue in color and a body that is insert any color in color. The section of the Container designated for the Collection of Non-Organic Recyclables must have a lid that is a lighter shade of blue than the SSBCOW section of the Container or insert any color not already designated for other materials specified in this Section 7.5 and a body that is insert any color. Hardware such as hinges and wheels on the Split Container may be a different color.

Option 2: Split Containers for Other Combinations of Materials

Guidance: For other Split Container scenarios, SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) specify the following: (i) SSGCOW section must have a green lid; (ii) Source Separated Recyclable Materials section must have a blue lid; (iii) Food Waste section must have a brown lid; and, (iv) Gray Container Waste and Mixed Waste section must have a gray lid. The body of the Split Container is not required to be a specific color if the lids of the separate sections of the Split Container comply with the color requirements. Examples of color combinations for Split Containers may include, but are not limited to: Gray and Blue; Gray and Green; Blue and Brown; Blue and Green; Gray and Brown; Green and Brown; or, other colors (see "other" below). The example language below can be used to customize the various color combinations by replacing Material 1 and Material 2 and Colors 1 through 4 with the respective material streams and colors.

Option 2.a, Split-color Lids; Split-color Bodies: For Split Containers that segregate Material 1 and Material 2, Contractor shall provide Split Containers with the sections of the Containers designated for Collection of Material 1 with lids that are Color 1 (compliant color) in color, and bodies that are Color 2 (any color) in color. The sections of the Containers designated for Collection of Material 2 must have lids that are Color 3 (compliant color) in color, and bodies that are Color 4 (any color) in color. Hardware such as hinges and wheels on the Split Container may be a different color.

Option 2.b, Split-color Lids; Single-color Body: For Split Containers that segregate Material 1 and Material 2, Contractor shall provide Split Containers with the sections of the Containers designated for Collection of Material 1 with lids that are Color 1 in color. The sections of the Containers designated for Collection of Material 2 must have lids that are Color 2 in color. The bodies of the Split Containers must be Color 3 (insert any color) in color. Hardware such as hinges and wheels on the Split Container may be a different color.

7. **C&D Bins and Roll-Off Boxes.** Bins and Roll-Off Boxes for Collection of C&D may be in any color, provided that the colors do not conflict with the Container color requirements of this Section 7.5 and provided that the C&D Container colors are consistent for all C&D Containers. The C&D Container color shall be reviewed and approved by the Jurisdiction.

8. **Colors for Other Organic Streams**

Guidance: Additional Containers, or sections of Split Containers provided for Collection of additionally Source Separated Organic Waste not specified in this Section may be provided in any color, provided that the colors do not conflict with the Container color requirements of this Section 7.5. The examples provided below contemplate using a different color than those provided above (labeled as "Color X" for the purposes of this Model, which should be replaced with a specific color) for Collection of a specific type of Source Separated Organic Waste (insert the specific type of Organic Waste below).

Option 1: (Color X – insert any color not specified above) Lids; Any Color Bodies. Containers for the Collection of Source Separated (insert material type) must have lids that are Color X in color and bodies that are insert any color in color. Hardware such as hinges and wheels on Color X Containers may be a different color. Guidance: An example of how this option can be used is as follows: "Maroon Lids, Gray Bodies. Containers for the Collection of Source Separated manure must have lids that are maroon in color and bodies that are gray in color. Hardware such as hinges and wheels on the maroon Containers may be a different color."

Option 2: (Color X) Bodies; Matching or Gray Lids. Containers for the Collection of Source Separated (insert material type) must have bodies that are Color X in color and lids that are Color X or gray in color. Hardware such as hinges and wheels on Color X Containers may be a different color.

B. **Labeling Requirements**

Guidance: SB 1383 Regulations (14 CCR Section 18984.8) specify that commencing on January 1, 2022, a Jurisdiction shall place a label on each new Container or lid provided to Generators specifying what materials are allowed to be placed in each Container and shall clearly indicate primary items that are Prohibited Container Contaminants for each Container. Compliance may be achieved with labels or imprinted text or graphics images. Note that the Container labeling requirements do not apply to Jurisdictions using the Performance-Based Compliance Approach. The Jurisdictions using the Performance-Based Compliance Approach may, however, choose to include this provision as a strategy for reducing contamination to achieve the Approved/Designated Processing Facility and Gray Container Organic Waste performance standards.

Option 1: Labels on New Containers or New Lids

Commencing on or before January 1, 2022 or insert earlier date if desired, Contractor shall place a label on each new Container body or lid that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Jurisdiction Contract Manager for approval.

Option 2: Imprinted or In-Mold Labels for New Containers or New Lids

On or before January 1, 2022 or insert earlier date if desired, Contractor shall imprint new Container bodies or lids with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a

sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Jurisdiction Contract Manager for approval.

Option 3: Labels for Existing Containers

Guidance: Labeling requirements under SB 1383 Regulations (14 CCR Section 18984.8) only apply to new Containers. Jurisdictions may include re-labeling requirements for existing Containers in addition to the requirements for labeling new Containers, but this is not required. The dates for labeling existing Containers and labeling new Containers may be different, if desired, but all new Containers must meet labeling requirements of SB 1383 Regulations (14 CCR Section 18984.8) commencing January 1, 2022.

On or before insert date, Contractor shall place a label on the body or lid of each Container that has been provided to a Customer that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Jurisdiction Contract Manager for approval.

Option 4: Imprinted or In-Mold Labels for Existing Containers

Guidance: Labeling requirements under SB 1383 Regulations (14 CCR Section 18984.8) only apply to new Containers. Jurisdictions may include re-labeling requirements for existing Containers in addition to the requirements for labeling new Containers, but this is not required. The dates for labeling existing Containers and labeling new Containers may be different, if desired, but all new Containers must meet labeling requirements of SB 1383 Regulations (14 CCR Section 18984.8) commencing January 1, 2022.

On or before insert date, Contractor shall imprint the bodies or lids of Containers that have been provided to Customers with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Jurisdiction Contract Manager for approval.

Option 5: Combination of Labels and In-Mold Labels

Guidance: Contractor may choose to use a combination of labels and in-mold labels. For example, Contractor may choose in-mold labels for Carts and printed labels for other Containers. Combine Options 1 and 2 to address this scenario, or if using the optional labeling of existing Containers, combine Options 3 and 4. A Jurisdiction may

also choose to include a combination of labeling new and existing Containers (e.g., by choosing Options 1 and 3).

C. **Container Standards**

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Section 7.9 includes an optional "Buy-Recycled Policy." If Jurisdiction decides to include Section 7.9, or a similar policy, Jurisdiction should update this subsection to include specifications regarding recycled-content plastic for Containers and kitchen pails, as applicable.

D. **Wildlife Resistant Containers**

Guidance: If wildlife concerns are applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

E. **Repair and Replacement of Containers; Inventory**

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

F. **Container Maintenance, Cleaning, Painting**

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. If the Jurisdiction's current language does not include provisions regarding cleaning, the Jurisdiction may consider adding such provisions. Program roll-outs in response to the requirements of SB 1383 Regulations will lead to an increase in Containers for Organic Waste in most Jurisdictions, which may require additional cleaning due to the putrescible material.

G. **Jurisdiction Ownership of Containers at End of Term**

Guidance: At their option, Jurisdictions may consider including a provision that addresses Jurisdiction ownership of Containers at the end of the term. If applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

H. **Enclosures**

1. **Enclosure Specifications**. Guidance: If applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service

provider.

2. **Cart and Bin Containers**. Guidance: If applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

3. **Level of Service after Collection**. Guidance: If applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.6 PERSONNEL

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.7 HAZARDOUS WASTE INSPECTION AND HANDLING

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.8 DIVERSION REQUIREMENTS

Guidance: SB 1383 establishes targets to achieve a 50 percent (50%) reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent (75%) reduction by 2025. SB 1383 does not include any numeric Organic Waste Disposal reduction targets or Diversion targets for Jurisdictions. For this reason, no example language is provided in this Section. This Section is included as a placeholder in the event the Jurisdiction chooses to establish Landfill Disposal reduction targets or Diversion goals for its Contractor(s), which may be important for supporting various Jurisdiction plans and policies, such as its climate action plan, greenhouse gas reduction plans, plans for compliance with AB 939, AB 341, and AB 1826, and more. Sample language is not provided given that SB 1383 does not have specific targets for Jurisdictions and because Jurisdictions' approaches to recovery requirements vary in many different ways. A Jurisdiction that wants to specify Diversion requirements to achieve their specific goals will need to use their existing contract provisions, subject to review and revision as needed, or use provisions resulting from negotiations with their service provider.

7.9 BUY-RECYCLED POLICY

Guidance: This Section 7.9 contains optional provisions that require and/or encourage purchase of recycled materials by the Contractor. These provisions are not required by the SB 1383 Regulations, but may be desired for alignment with goals of reducing waste and increasing use of recycled products.

The Contractor shall comply with the purchasing and recordkeeping requirements described in this Section.

A. **Recycled-Content Paper.** The Contractor shall procure Paper Products and Printing and Writing Paper for invoices, billing statements and inserts, reports, and public education materials, consistent with the requirements of the Public Contract Code (PCC) Sections 22150 through 22154. Additionally, Paper Products and Printing and Writing Paper procured by the Contractor shall be eligible to be labeled with an unqualified recyclable label, as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013). Contractor shall state on all materials prepared with post-consumer recycled content the following: "Printed on Recycled Paper." In accordance with 14 CCR Section 18993.3(c), the Contractor shall require all businesses from whom it purchases Paper Products and Printing and Writing Paper to certify in writing:

1. The minimum percentage, if not the exact percentage, of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Contractor. The certification shall be furnished under penalty of perjury in a form and manner determined by the Contractor and approved by Jurisdiction. Jurisdiction may waive the certification requirement if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website; and,

2. That the Paper Products and Printing and Writing Paper offered or sold to the Contractor are eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12 (2013).

Guidance: Jurisdictions are required to meet certain recycled-content paper procurement targets under the SB 1383 Regulations (14 CCR Section 18993.3). Unlike the Jurisdiction's annual recovered Organic Waste product procurement target (14 CCR Section 18993.1), purchases made by a designee, such as the Contractor, do not count toward the Jurisdiction's recycled-content paper procurement requirement. While not required by SB 1383 Regulations, including recycled-content paper procurement provisions for the Jurisdiction's hauler(s) aligns with similar requirements for the Jurisdiction and supports the overall goal of using recovered Organic Waste products, including paper. The green text above shows language from the SB 1383 Regulations, but as mentioned, these requirements apply only to Jurisdictions and are optional for haulers.

B. **Re-Refined Motor Oil.** Contractor shall be encouraged, but not required, to use re-refined motor oil for its Collection Vehicles.

C. **Recycled Plastic.** Contractor shall purchase Carts and kitchen pails that contain a minimum of ____ percent (___ %) post-consumer content. All Carts and kitchen pails shall be one-hundred percent (100%) recyclable.

D. **Recordkeeping Requirements.** Contractor shall maintain records that demonstrate ongoing compliance with these requirements, including, but not limited to, copies of receipts, invoices, or other proof of purchase that describe the products purchased, by volume and type for all products specified in this Section; and, copies of certifications or other verifications required by Section 7.9.A above. Contractor shall submit these records, upon Jurisdiction request, in accordance with Exhibit G.

ARTICLE 8: RECORD KEEPING AND REPORTING

Contractor shall maintain records and reports in accordance with Exhibit G and shall allow Jurisdiction to audit and inspect records as described in Exhibit G.

ARTICLE 9: JURISDICTION FEES

Guidance: In this Article, Jurisdictions are advised to include franchise fee and/or other Jurisdiction fee provisions from their existing contracts, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. To address SB 1383 Regulations, Jurisdictions may consider one or more new fees to fund SB 1383 Regulatory programs. Such new fees shall be subject to Jurisdiction's legal counsel opinion on whether to include in the franchise agreement, whether potential conflicts with other statutes or regulations may arise, how to set and periodically adjust such fees, and if the performance of a nexus fee study is warranted.

9.1 SB 1383 REGULATORY REIMBURSEMENT

Guidance: The example provisions below illustrate Contractor payment to the Jurisdiction of fixed monthly and quarterly amount. Reimbursements to support SB 1383 Regulatory compliance can take other forms and the example language can be modified to reflect the form selected by the Jurisdiction. For example, Jurisdictions may consider establishing an SB 1383 Regulatory reimbursement as a monthly amountper Customer (potentially with different amounts for Single-Family, Multi-Family, and/or Commercial Customers); an amount collected on a percentage basis of monthly or quarterly Rate revenues; amount collected on a per-Ton basis; etc. Jurisdictions are advised to consult with legal counsel to determine a reimbursement cost structure that meets their needs for predictability, equity, and other criteria and considers Applicable Law and recent court decisions related to assessment of similar cost reimbursements.

Option 1: Monthly SB 1383 Regulatory Reimbursement

The Contractor shall pay an SB 1383 Regulatory Reimbursement to Jurisdiction each month. The amount of the SB 1383 Regulatory Reimbursement shall be _____ dollars ($_____) per month in Rate Period One. Jurisdiction shall use the SB 1383 Regulatory Reimbursement to offset expenses, including but not limited to, staffing costs related to Jurisdiction programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, enforcement, or other activities involved in compliance with SB 1383 Regulations. The Jurisdiction shall retain the sole right to set priorities for the use of its SB 1383 Regulatory Reimbursement. This fee shall be considered an allowable cost of business not subject to profit mark-up and included in the Contractor's Compensation pursuant to Article 10.

The amounts of the SB 1383 Regulatory Reimbursement for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U, calculated in accordance with the adjustment method described in Article 10, or shall be the amount specified by the Jurisdiction.

Option 2: Quarterly Payment of State Compliance Administration Reimbursement

The Contractor shall pay Jurisdiction an annual State Compliance Administration Reimbursement, in the amount of _____ dollars ($_____) in increments of _____ dollars ($_____) per quarter. The State Compliance Administration Reimbursement shall be increased annually, starting July 1, 2022, by the percentage change in the Consumer Price Index, calculated in accordance with Article 10.

The amount of the State Compliance Administration Reimbursement for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U, calculated in accordance with the adjustment method described in Article 10, or shall be the amount specified by the Jurisdiction.

9.2 FOOD RECOVERY PROGRAM CONTRIBUTION

Option 1: Fixed Annual Food Recovery Program Contribution

The Contractor shall provide an annual contribution to the Jurisdiction to support the Jurisdiction's Food Recovery program efforts. The amount of the contribution shall be _____ dollars ($_____) per year in Rate Period One, and shall be submitted to the Jurisdiction on a monthly basis in an amount equal to _____ dollars ($_____). Jurisdiction shall use the Food Recovery contribution to offset expenses, including, but not limited to, staffing costs related to Jurisdiction Food Recovery programs, pilot studies, education and outreach campaigns, technical assistance to Generators, reporting, compliance, enforcement, or other activities involved in Food Recovery efforts to support compliance with SB 1383 Regulations. The Jurisdiction shall retain the sole right to set priorities for the use of the Contractor's Food Recovery program contribution.

The amounts of the Food Recovery program contribution for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U,

calculated in accordance with the adjustment method described in Article 10, or shall be the amount specified by the Jurisdiction.

Option 2: Variable Food Recovery Program Contribution

Guidance: This example contemplates that the Food Recovery program contribution will be a variable payment based on the number of Generator accounts. If choosing a variable payment based on Generator accounts, additional nuances, such as the type and size of each Generator, may influence this payment. For example, a large wholesale produce market that generates a significantly higher volume of Edible Food than a small restaurant, would require more time and effort and incur greater costs for the Food Recovery Organizations and Food Recovery Services with which they partner. The Jurisdiction may wish to establish a prorated payment system based on generator size, type, or other local factors to address this nuance and should modify this section accordingly.

Additionally, the language in this option generally states the number of "Generator accounts." If the Jurisdiction wishes to specify certain Generator types (e.g., all Generators, only Commercial Generators, or only Commercial Edible Food Generators), this Section should be amended accordingly.

The Contractor shall provide an annual contribution to the Jurisdiction to support the Jurisdiction's Food Recovery program efforts. The amount of the contribution shall be equal to _____ dollars ($__) per ___ (__) Generator accounts; and/or specify other variables per month/quarter/year in Rate Period One, and shall be submitted to the Jurisdiction on a monthly/quarterly/annual basis. Jurisdiction shall use the Food Recovery contribution to offset expenses, including, but not limited to, staffing costs related to Jurisdiction Food Recovery programs, pilot studies, education and outreach campaigns, technical assistance to Generators, reporting, compliance, enforcement, or other activities involved in Food Recovery efforts to support compliance with SB 1383 Regulations. The Jurisdiction shall retain the sole right to set priorities for the use of the Contractor's Food Recovery program contribution.

The amounts of the Food Recovery program contribution for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U, calculated in accordance with the adjustment method described in Article 10, or shall be the amount specified by the Jurisdiction.

ARTICLE 10: COMPENSATION AND RATE REGULATION

Guidance: Jurisdictions are advised to include compensation and Rate adjustment provisions from Jurisdiction's existing contract, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. If the Jurisdiction is using existing language, considerations for revisions may include

factoring in the increased cost for the Contractor's provision of SB 1383 Regulatory programs.

ARTICLE 11: INDEMNITY, INSURANCE, AND PERFORMANCE BOND

11.1 INDEMNIFICATION OF JURISDICTION

Guidance: In this Section, Jurisdictions are advised to include indemnity provisions from their existing contract, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. One additional for consideration is the inclusion of an SB 1383 Regulatory indemnification provision. An example is provided below.

CalRecycle Indemnification. Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with respect to the Discarded Materials Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to Contractor delays in providing information that prevents Contractor or Jurisdiction from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

11.2 INSURANCE REQUIREMENTS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

11.3 PERFORMANCE BOND

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 12: DEFAULT AND REMEDIES

12.1 EVENTS OF DEFAULT

Guidance: In this Section, Jurisdictions are advised to include list of default events from their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Jurisdictions may also consider including one or more of the following provisions related to SB 1383

Regulatory requirements, if desired. Jurisdictions may find that some default events included in their existing franchise agreement may address these items and/or could easily be adapted to do so.

A. **Failure to Implement Collection Program**. Contractor fails to implement a Collection program that complies with the requirements of Section 5.___ to 5.___.

B. **Failure to Provide Processing Capacity**. Contractor fails to provide adequate Processing capacity in accordance with Section 6.1 and Exhibit E.

C. **Failure to Achieve Processing Standards**. Contractor fails to achieve the Processing standards specified in Section 6.1 and Exhibit E including achievement of minimum Organic Waste recovery rates.

D. **Failure to Comply with Other Requirements of SB 1383 Regulations**. Contractor fails to comply with other requirements of the Agreement including public education, reporting, contamination monitoring, recordkeeping, or other obligations of this Agreement that delegate Jurisdiction's responsibility and/or authority under SB 1383 Regulations to Contractor.

12.2 SUSPENSION OR REVOCATION; DISPUTE RESOLUTION

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

12.3 RIGHT TO TERMINATE UPON DEFAULT

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

12.4 JURISDICTION'S REMEDIES CUMULATIVE: SPECIFIC PERFORMANCE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

12.5 EXCUSE FROM PERFORMANCE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

12.6 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions

resulting from negotiations with their service provider.

12.7 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Guidance: Many jurisdictions include Liquidated Damages in their franchise agreement as a mechanism for providing Contractor accountability to key performance standards. Use of a Liquidated Damages provision to link Contractor's performance to penalties established in 14 CCR, Division 7, Chapter 12, Article 16, may be of interest to Jurisdictions. For this reason, this Section is provided as an example and Exhibit F presents examples of specific Liquated Damages for consideration. Jurisdictions with existing Liquidated Damages provisions may choose to use the language in its existing agreement, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

A. **General**. The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by Jurisdiction as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Collection services are of utmost importance to Jurisdiction and that Jurisdiction has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance and to support Jurisdiction's compliance with various State statutes and corresponding regulations including, but not limited to, AB 939, AB 341, AB 1826, and SB 1383. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, Jurisdiction and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which Jurisdiction will suffer. Therefore, without prejudice to Jurisdiction's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in Exhibit F of this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing

on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to Jurisdiction that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Liquidated Damages, Exhibit F.

Before assessing Liquidated Damages, Jurisdiction shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. Jurisdiction may review (and make copies at its own expense) all information in the possession of Contractor relating to incident(s) and/or non-performance. Jurisdiction may, within ___ (__) Business Days after issuing the notice, request a meeting with Contractor. Jurisdiction may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. Jurisdiction Contract Manager will provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 12.7. Within ___ (__) Business Days of receipt of such notice of intention to assess Liquidated Damages, Contractor may request that no Liquidated Damages may be imposed on Contractor until Contractor has been given a reasonable opportunity to respond to allegations and to meet and confer with the City Manager/Executive Officer/Director. Any subsequent appeals by Contractor shall be addressed in accordance with Section 12.8.

C. **Amount**. Jurisdiction may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit F, subject to annual adjustment described below.

D. **Timing of Payment**. Contractor shall pay any Liquidated Damages assessed by Jurisdiction within ___ (__) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ___ (__) Business Day period, Jurisdiction may proceed against the performance bond required by the Agreement, order the termination of the rights or "franchise" granted by this Agreement, or all of the above. Guidance: Include the reference to a performance bond in this paragraph only if Jurisdiction has required Contractor's provision of a bond.

12.8 DISPUTE RESOLUTION

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 13: OTHER AGREEMENTS OF THE PARTIES

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. The list of the example Section headings is provided for illustration purposes only. Jurisdiction's legal counsel may choose to not include some items and may add others.

13.1 RELATIONSHIP OF PARTIES

13.2 COMPLIANCE WITH LAW

13.3 GOVERNING LAW

13.4 JURISDICTION

13.5 ASSIGNMENT

13.6 BINDING ON SUCCESSORS

13.7 PARTIES IN INTEREST

13.8 WAIVER

13.9 CONTRACTOR'S INVESTIGATION

13.10 NOTICES

13.11 REPRESENTATIVE OF THE PARTIES

13.12 DECLARED STATE OF EMERGENCY

13.13 NOTICE

ARTICLE 14: MISCELLANEOUS AGREEMENTS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. The list of the example section headings is provided for illustration purposes only. Jurisdiction's legal counsel may choose to not include some items and may add others.

14.1 AFFIRMATIVE ACTION

14.2 PRIVACY

14.3 PUBLIC RECORDS ACT

14.4 ENTIRE AGREEMENT

14.5 SECTION HEADINGS

14.6 REFERENCES TO LAWS

14.7 INTERPRETATION

14.8 AMENDMENT

14.9 SEVERABILITY

14.10 COUNTERPARTS

14.11 EXHIBITS

Guidance: The following signature page is provided as an example only. Jurisdictions should use the format of their existing signature page and amend if needed subject to direction of their attorney.

Jurisdiction Name
A Municipal Corporation "Jurisdiction"

Insert Name Date
Mayor/Board Chair

Insert Name Date
Jurisdiction Manager

The Foregoing Agreement has been reviewed and approval Is recommended:

Insert Name Date
Insert Person's Title, Insert Department name

APPROVED AS TO FORM:

Insert Name Date
Jurisdiction Attorney

ATTEST:

Insert Name Date
Jurisdiction Clerk

"CONTRACTOR"

Signature Date

Print Name of Signatory

Title of Signatory

Signature Date

Print Name of Signatory

Title of Signatory

Jurisdiction Business License #

Resolution Insert Resolution #
Approved by Council/Board

ITEM NO. 15

CITY OF HUNTINGTON PARK
Parks and Recreation Department
City Council Agenda Report

December 7, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE AUTHORITY TO FILE APPLICATIONS FOR THE PER CAPITA GRANT FUNDS PROGRAM FROM THE STATE DEPARTMENT OF PARKS AND RECREATION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution approving the authority to file applications for grant funds from the Per Capita Program from the State Department of Parks and Recreation; and

2. Authorize the City Manager to execute all related grant application documents submitted by Parks and Recreation Director.

BACKGROUND

On June 5, 2018, the voters of the State of California approved the funding for the Per Capita Program.

This funding will allow for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to outdoors. This is extremely beneficial to the community at large.

Staff is preparing a grant application for the Per Capita Grant Program that will aid in various renovations and enhancements to the different parks within the City of Huntington Park. Staff will be hosting several community outreach events to gather input regarding the community's preference on improvements, renovations and enhancements to City parks which will then be used to establish specifics of the project(s). Staff will submit all related grant applications for the Per Capita Grant Program after approval from the City Manager.

FISCAL IMPACT/FINANCING

There is a 20% match requirement for projects that are not located in a "severely disadvantaged community". The City of Huntington Park is considered "severely disadvantaged" and once the application is received and formally reviewed, there will likely be no match required. If the City is awarded the grant, it will be the responsibility of the Parks and Recreation Department to submit requests for reimbursements or distributions in a timely matter.

CONCLUSION

Upon City Council approval of the recommended actions, staff will proceed with submitting all grant application documents.

Respectfully submitted,

RICARDO REYES
Interim City Manager

CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

A. Resolution approving the authority to file applications for grant funds from the Per Capita Grant Funds Program, of the State Department of Parks and Recreation.

ATTACHMENT "A"

Resolution Form

Resolution Number: ( )

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Huntington Park hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Huntington Park's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Huntington Park will consider a range of actions that include, but are not limited to, the following:

   (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

   (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 7th day of December, 2021.

I, the undersigned, hereby certify that the foregoing Resolution Number was duly adopted by the City Council of the City of Huntington Park following a roll call vote:

Ayes:
Noes:
Absent:

Eduardo Sarmiento, City Clerk

ITEM NO. 16

CITY OF HUNTINGTON PARK

Human Resources Department
City Council Agenda Report

December 7, 2021

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 SIDE LETTER AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK POLICE MANAGEMENT ASSOCIATION (HPPMA)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Side Letter Agreement between the City of Huntington Park and the Huntington Park Police Management Association (HPPMA); and
2. Approve the removal of the Police Captain classification from the bargaining unit represented by the HPPMA and amend Article One, Section II of the HPPMA MOU accordingly; and
3. Authorize the City Manager to execute the agreement once the parties have memorialized their understanding of the Side Letter Agreement.

BACKGROUND

On June 30, 2021, the City Manager requested to meet and confer with the Huntington Park Police Management Association (HPPMA) to discuss the City's interest to increase command coverage in the Police Department's Patrol Division, the removal of the Police Captain classification from the HPPMA-represented bargaining unit, and the addition of two Police Lieutenants.

On July 28, 2021, August 9, 2021, September 21, 2021, and November 15, 2021, the City Manager and the HPPMA met and conferred pursuant to the Meyers-Milias-Brown Act ("MMBA") regarding the City's proposal, and on November 15, 2021, the parties memorialized their understanding of the Side Letter Agreement.

FISCAL IMPACT/FINANCING

Approving the Side Letter Agreement with the Huntington Park Police Management Association will not have a fiscal impact because the two additional Lieutenants and Police Captain classifications are budgeted for FY 2021-2022.

CONCLUSION

The Side Letter Agreement is effective upon execution by the City and HPPMA, and upon adoption by the City Council.

Respectfully submitted,

RICARDO REYES
City Manager

Nita Mckay
Director of Finance & Administrative Services

ATTACHMENT(S)

A. Side Letter Agreement with the Huntington Park Police Management Association (HPPMA).

ATTACHMENT "A"

SIDE LETTER AGREEMENT
BETWEEN
CITY OF HUNTINGTON PARK AND
HUNTINGTON PARK POLICE MANAGEMENT ASSOCIATION

This Side Letter Agreement ("Agreement") is entered into by and between the City of Huntington Park ("City") and the Huntington Park Police Management Association ("HPPMA") (collectively "Parties") with respect to the following:

WHEREAS, HPPMA and the City entered into a Memorandum of Understanding ("MOU") between them for the period of July 1, 2019 to June 30, 2024 that governs generally the wages, hours and other terms and conditions of employment for the classifications represented by the HPPMA; and

WHEREAS, Article One, Section II, of the MOU identifies HPPMA as the exclusive representative for the full-time, sworn employees holding sworn positions as Police Lieutenants and Police Captains; and

WHEREAS, On June 30, 2021, the City requested to meet with HPPMA to discuss the City's interest to increase command coverage in patrol division, the removal of the Police Captain classification from the HPPMA-represented bargaining unit, and the addition of two Police Lieutenant positions; and

WHEREAS, on July 28, 2021, August 9, 2021, September 21, 2021, and November 15, 2021, the Parties met and conferred pursuant to the Meyers-Milias-Brown Act ("MMBA") regarding the City's proposal; and

WHEREAS, the Parties have determined to memorialize their understanding through this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Police Captain classification shall be removed from the bargaining unit represented by the HPPMA, and Article One, Section II of the MOU shall be amended accordingly.

2. The City will add two additional Police Lieutenant positions, for a total of five Police Lieutenant positions.

3. The City agrees that for the remaining term of the Parties' MOU, the City will maintain a minimum of three Police Lieutenant positions. This requirement to maintain three Police Lieutenant positions shall expire and cease to exist at midnight on June 30, 2024, and shall be of no effect thereafter.

4. In the event there are three or less Police Lieutenant positions funded and filled, the City shall not require Police Lieutenants to work the Graveyard shift, except in the event of an emergency or justifiable operational necessity, as determined by the Chief of Police.

5. The Parties agree that the terms of this Agreement shall be incorporated into the successor Memorandum of Understanding as appropriate, unless modified or removed in writing by the Parties' mutual agreement.

6. The Parties agree that this Agreement complies with the City's Employer-Employee Relations Resolution.

7. This Agreement is effective upon execution by the City and HPPMA, and upon adoption by the City Council.

FOR CITY OF HUNTINGTON PARK:

11/15/2021

Ricardo Reyes Date
City Manager

11.16.21

Cosme Lozano Date
Chief of Police

FOR HUNTINGTON PARK POLICE MANAGEMENT ASSOCIATION :

11.15.21

Lt. Alfred Martinez Date
President, HPPMA

Date

ITEM NO. 17

CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

December 7, 2021

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 FOURTH AMENDMENT TO PRIME STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Fourth Amendment to Prime Strategies LLC Professional Services' Agreement; and

2. Authorize the City Manager to execute the Fourth Amendment to the Professional Services Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 22, 2017 the City of Huntington Park (City) entered into a Professional Services Agreement (PSA) with Prime Strategies LLC to provide lobbying, public relations, and government affairs on behalf of the City. In this capacity, Prime Strategies has provided quality services to our City through state and local advocacy which includes but not limited to: strategic planning and lobbying, coalition building, legislative briefings, and community relations. Overall, Prime Strategies LLC has successfully fulfilled the requirements in their agreement with the City and merits consideration for renewal.

Since 2017, the City has renewed the PSA with Prime Strategies three times due to their continued positive service. The current amendment of the PSA ended on November 22, 2021. At this time, staff recommends approving a Fourth Amendment to Prime Strategies' PSA for a period of six (6) months to ensure that there is no disruption of ongoing government advocacy services. Attachment A outlines the terms for Prime Strategies LLC's Fourth Amendment.

FISCAL IMPACT/FINANCING

The Fiscal Year 2021-2022 Adopted Budget includes an appropriation in the amount of $60,000 for the Prime Strategies LLC contract from account 111-0210-413-56-41.

CONCLUSION

Upon Council approval, staff will proceed with recommended action.

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT(S)

1. Prime Strategies LLC 4th Amendment
2. Prime Strategies LLC Professional Services Agreement

ATTACHMENT "A"

FOURTH AMENDMENT TO PRIME STRATEGIES LLC PROFESSIONAL SERVICES AGREEMENT

This Fourth Amendment ("Fourth Amendment") to the Huntington Park agreement for the government advocacy consulting services ("Master Agreement"), is entered into as of November December 7, 2021 by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("City"), and PRIME STRATEGIES LLC ("Consultant"). The City and Consultant may be individually referred to herein as a "Party" and jointly as the "Parties.

RECITALS

A. The Parties entered into the Master Agreement, which was effective November 22, 2017, and pursuant to which the City retained Consultant to provide government advocacy consulting services;

B. Section 32 of the Master Agreement provides the Master Agreement may be amended by written agreement signed by both Parties and approved by the City Council;

C. The City and Consultant desire to modify the Master Agreement as set forth below; and NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Section 1. Definitions

Section 3 of the Master Agreement entitled Definitions, shall be amended in its entirety to read as follows:

3.1 "Scope of Services": Such as professional services as are set forth in the Consultant's November 6, 2017, proposal to the City attached to this Fourth Amendment as Attachment "B" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": The City shall pay Consultant at a monthly rate of $10,000, not to exceed $60,000 during the term of this Fourth Amendment, unless specifically approved in advance, in writing, by the City.

3.3. "Commencement Date": December 7, 2021

3.4 "Expiration Date": May 7, 2021

Section 2. Term

A. Section 4 of the Master Agreement entitled Term, shall be amended in its entirety to read as follows:

The term of this Fourth Amendment shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 of the Master Agreement.

Section 3. Incorporation of Agreement

Except as expressly amended herein, the remainder of the Master Agreement shall remain in full force and effect, and is deemed incorporated into its Fourth Amendment in its entirety by this reference. The Master Agreement together with its Fourth Amendment contain the entire contract of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. If any portion of this Fourth Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties enter into this Fourth Amendment as of the date first set above.

CITY OF HUNTINGTON PARK:

By:_____
Ricardo Reyes
City Manager

Date: _____

PRIME STRATEGIES LLC

By:_____

Name:_____

Date :_____

APPROVED AS TO FORM:

By:_____
Arnold M. Alvarez-Glasman
City Attorney

Date: _____

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUNTINGTON PARK AND
PRIME STRATEGIES LLC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Huntington Park, a California municipal corporation ("City") and PRIME STRATEGIES, a California Limited Liability Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide Government and Advocacy Consulting Services to address issues directly impacting the City resulting from the dissolution of its Redevelopment Agency.

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

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's November 6, 2017, proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": The City shall pay Consultant at a monthly rate of ten thousand dollars ($10,000), not to exceed one hundred and twenty thousand dollars ($120,000), unless specifically approved in advance, in writing, by City.

3.3 "Commencement Date": November 22, 2017

3.4 "Expiration Date": November 22, 2018

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one hundred and twenty thousand dollars ($120,000) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days 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 Consultant.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any

interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

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

11. OWNERSHIP OF WRITTEN PRODUCTS

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

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

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

12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or

hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subcontractors with workers' compensation insurance or any other insurance.

13. 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 and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14 NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

15.3 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 Section 15 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.

15.4 The obligations of Consultant under this Section 15 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, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

15.6 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.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence / Two Million Dollars ($2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

16.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

16.1.3 Worker's Compensation insurance as required by the laws of the State of California.

16.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000).

16.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 9025
Facsimile: (323) 584-6313

If to Consultant:

Pedro Carrillo, Managing Partner
Prime Strategies LLC
5400 E. Olympic Blvd., Suite 208
Commerce, California 90022
Facsimile: (866)498-7226

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to

City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement.

25.2 In executing this Agreement, each party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements

expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

26. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action

shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY" CITY OF HUNTINGTON PARK	"CONTRACTOR" PRIME STRATEGIES LLC
Ricardo Reyes, Interim City Manager	Name Pedro Carrillo
Dated: 11/21/17	Dated: 12/7/17
ATTEST:	**APPROVED AS TO FORM:**
Donna G. Schwartz, City Clerk	Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT "B"

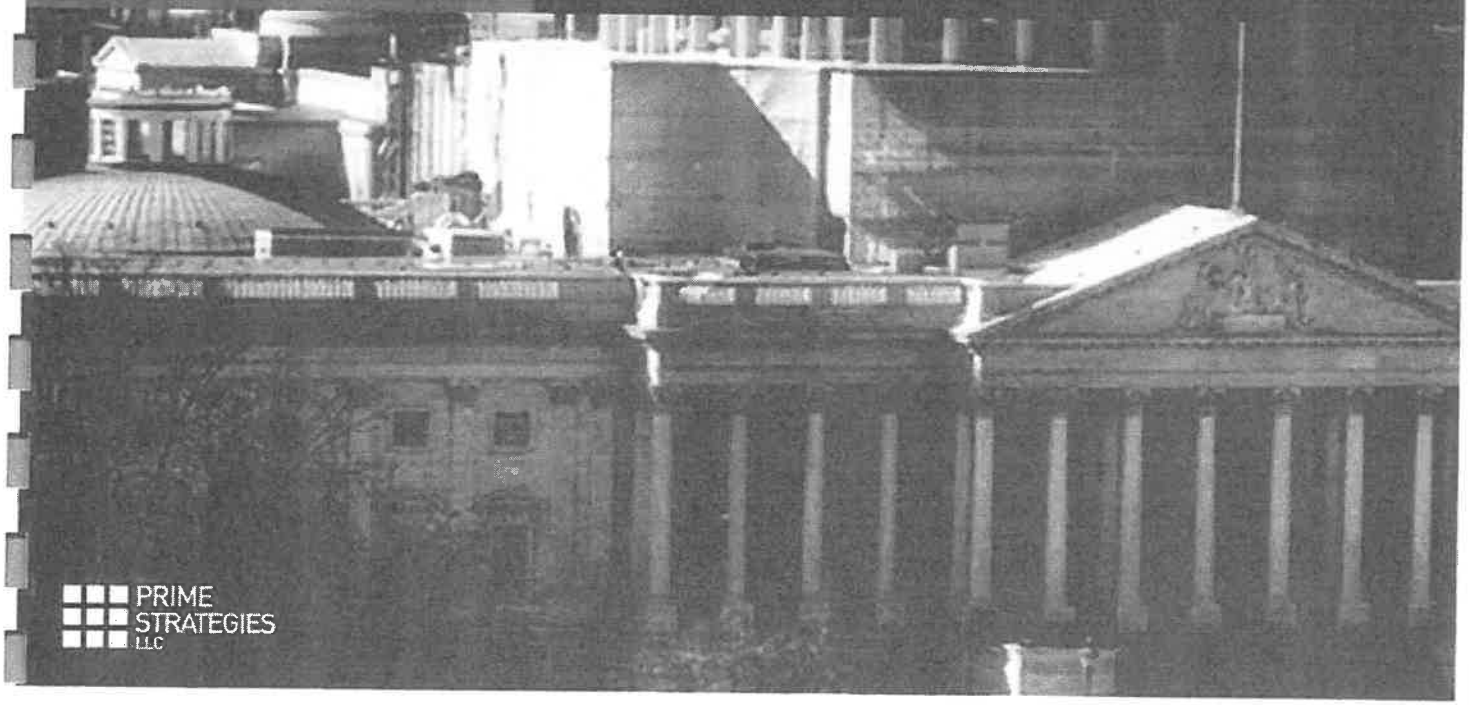
EXHIBIT A

Government Affairs

State and Local Advocacy Services

RFQ RESPONSE FOR "ADVOCACY SERVICES QUALIFICATION".

CITY OF HUNTINGTON PARK



PRIME STRATEGIES LLC

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PRIME STRATEGIES OF CALIFORNIA

November 6, 2017

Rick Reyes
Asst. City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mr. Reyes,

The purpose of this letter is to introduce you to Prime Strategies of California. Prime Strategies is a full-service lobbying, public relations, media relations and government affairs firm that is able to offer you a full range of services to meet and exceed the objectives of the City of Huntington Park.

We are confident Prime Strategies of California can augment the City of Huntington Park's current capacity. As part of our portfolio, you will have at your disposal a team that can assist you with research, strategy, public affairs and government relations. We are prepared to use the full extent of our expertise to execute any task on the City's behalf, including but not limited to:

STATE AND LOCAL LOBBYING

We are confident in our ability to advocate on behalf of the City and its interests. We can provide lobbying, key testimony in committee and public hearings and clear messaging specific to your needs. This can include but is not limited to:

- Implementing a strategic legislative agenda
- Building coalitions and partnerships with key stakeholders
- Strategically coordinating lobbying efforts at the State Capitol, and/or in key legislative districts with members and/or staff
- Preparing testimony and informative briefings for one-on-one meetings, legislative hearings, press conferences and other public speaking opportunities
- Drafting written reports on all legislative activities

PRIME STRATEGIES OF CALIFORNIA

LEGISLATIVE AND REGULATORY TRACKING

We can monitor current legislative and local policy efforts on behalf of the City including but not limited to bills, executive orders, ballot measures and/or resolutions. Bills can be continuously monitored for committee action, hearing alerts and updates. We can also monitor local and federal regulations, both proposed and adopted for compliance purposes, such as:

- **Economic Development**
- **Public Safety**
- **Parks and Recreation**
- **Affordable Housing**
- **Transportation**
- **Industry and Small Business**

By providing these services, we can anticipate and mold public policy and legislation that may impact the City's revenue streams, tax incentives, and economic growth opportunities.

Attached for your review is our statement of qualifications, a brief overview of our firm and bios of key team members. I look forward to discussing our qualifications with you and answering any questions you may have. Thank you for your consideration.

Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Managing Partner, California

ORGANIZATION
PRIME STRATEGIES, LLC

Prime Strategies of California maintains two fully staffed offices in California, located in the City of Commerce and Sacramento. The physical address of each office is listed below. Prime Strategies of California is the result of the recent merger between Urban Associates, the Floridian Partners, and Prime Strategies LLC, a Limited Liability Corporation. The combined years of existence of these firms is well over 30 years and the combined years of legislative and advocacy affairs experience is over 60 years.

The Sacramento office is located approximately three blocks from the Capitol Building. The office has 2 full-time employees primarily engaged in providing lobbying and consulting services to clients with interests before the Executive and Legislative branches of State Government.

Prime Strategies of California is a full-service, corporate and government affairs firm operating at all levels of government throughout the State. The firm's services include strategic communications, government advocacy, issue management, political consulting, and development of stakeholder relationships within state and local government. Our client base is varied and ranges from Fortune 500 companies to non-profit agencies, local governments and sole proprietorships.

Locations:

Prime Strategies of California
1020 12th Street Suite #227
Sacramento, CA 95814
Office: (916) 409-7223
Fax: (866) 498-7226

Prime Strategies of California
5400 E. Olympic Blvd. Suite #208
Commerce, CA 90022
Office: (213) 608-0774
Fax: (866) 498-7226

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PERSONNEL

TEAM EXPERIENCE: The Prime Strategies team has well over 30 years of combined legislative affairs and advocacy experience. Pedro Carrillo, the managing partner of Prime Strategies of California, he will be the primary person responsible for providing services to the City of Huntington Park under this proposal. Mr. Carrillo is a government affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, he has led a number of high profile legislative and crisis engagements. Mr. Carrillo's bio is attached. Mr. Carrillo will be assisted by members of the firm's Sacramento and City of Commerce offices.

Frank Aguirre Jr. is a community and government affairs professional with over 15 years of experience working in both the private and public sectors. Mr. Aguirre has served for a California State Senator, California State Assemblymember and a Los Angeles City Councilmember. Mr. Aguirre's bio is attached.

Kimberly Caceres is a local government and public affairs professional with over 7 years of experience. Ms. Caceres expertise includes coalition building, community outreach, media relations, and grassroots and grasstops campaigning. Ms. Caceres bio is attached.

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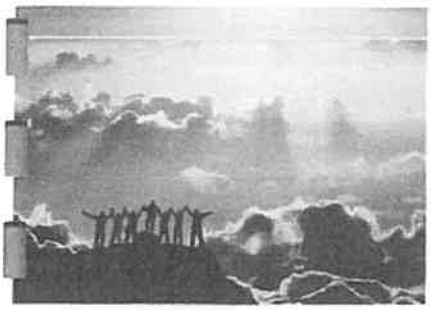

PERSONNEL CONT.

Enrique Vega is a government and public affairs professional with over 13 years of experience. Mr. Vega emphasizes his skills in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly. Mr. Vega's bio is attached.

James Thuerwachter is a legislative advocate and government affairs professional. Mr. Thuerwachter brings years of advocacy experience from both the public and private sector. Mr. Thuerwachter worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefiting small businesses. Mr. Thuerwachter's bio is attached.

Erika Ramirez has extensive experience in land use and entitlement permitting and regulatory matters involving state and local governments. Ms. Ramirez also has executive management experience within the public, private, and nonprofit sectors. Ms. Ramirez' bio is attached.

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for "lobbying," but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.

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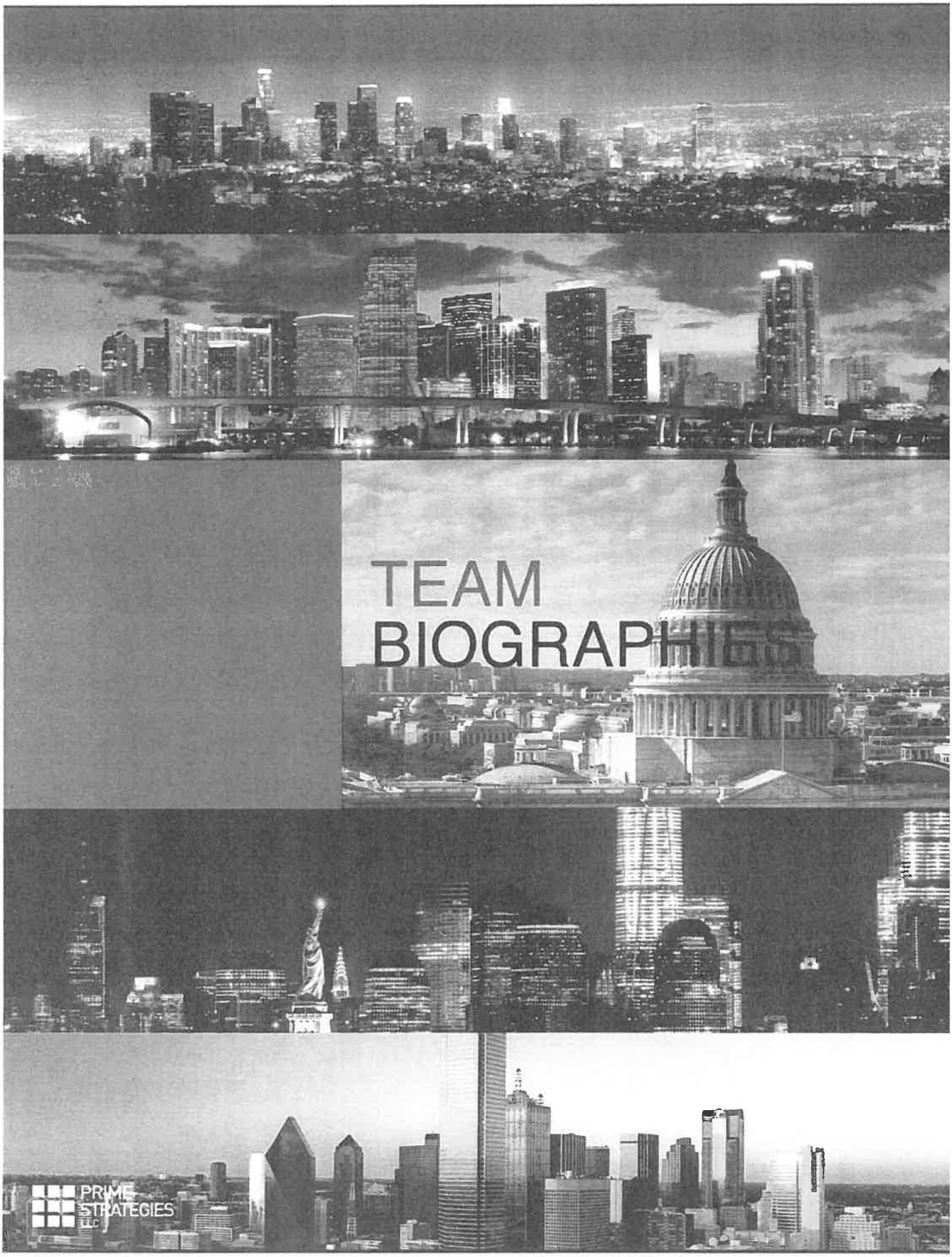

TEAM
BIOGRAPHIES
PRIME
STRATEGIES
LLC

Team Biography | CALIFORNIA

PEDRO CARRILLO

Pedro is a local government and legislative affairs professional with over two decades of experience working in California politics. In his capacity as a consultant, Pedro has led a number of high profile legislative and crisis engagements. Pedro served as the principal consultant to the California Assembly Select Committee on Housing in the Silicon Valley, the principal consultant to the California Commission for Economic Development, and to the Speaker of the California Assembly. Additionally, he was twice appointed by California's Governor to commissions. Pedro has also served as Deputy Chief of Staff to a member of Congress, Chief of Staff to a member of the California State Assembly, City Manager, Assistant City Manager and Director of Community Development and Planning in various Los Angeles County jurisdictions.

Pedro has been recognized for his work during the City of Bell Municipal Crisis by the California League of Cities, Latino Caucus and received a resolution from the City of Los Angeles for helping restore Trust, Ethics and Fiscal Sustainability as Interim City Administrator for the City of Bell. Pedro holds a degree from California State University, Los Angeles.

Team Biography | CALIFORNIA

FRANK AGUIRRE JR.

Frank is a local and state government affairs professional with over 15 years of experience working both in the private and public sectors. Frank has demonstrated expertise in strategic planning, event management, communications, community outreach, public relations and planning and land use. Frank spent the last 7 years with the largest Hispanic focused retail grocer in the nation, developing their corporate and social responsibility strategy along with developing and managing their government affairs program.

Additionally, Frank worked for a California State Senator, California State Assembly member and a Los Angeles City Councilmember. Frank has worked and managed several political campaigns across Southern CA for current and former legislatures. Frank holds a degree from California State University, Northridge.

Team Biography | CALIFORNIA

KIMBERLY CACERES

Kimberly is a local government and public affairs professional with over 7 years of experience. Kimberly's expertise includes coalition building, community outreach, media relations, and grassroots and grass tops campaigning.

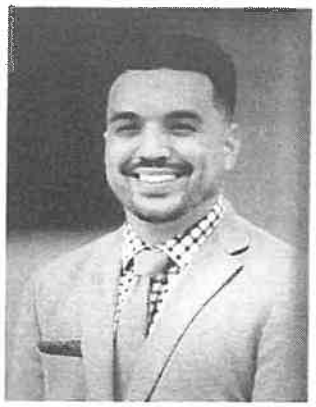
Kimberly has managed and worked on local campaigns throughout the San Gabriel Valley and the Inland Empire for numerous local, state and federal candidates. Kimberly was currently appointed to serve as a Board Member on the Mt San Antonio Community College Community Facility Plan Advisory Committee. Kimberly holds a degree from California State University, Los Angeles.

Team Biography | CALIFORNIA

ENRIQUE VEGA

Enrique is a local government and public affairs professional with over 13 years of experience. Enrique's expertise and emphasis in coalition building, community outreach, and community organizing. He spent 7 years working as a Field Representative for members of the California State Assembly, specifically in the Southeast Los Angeles communities.

Additionally, Enrique was contracted by the Chief Executive Office of Los Angeles County to provide community outreach and community organizing services for residents of unincorporated communities in South Los Angeles. Enrique has worked on various local, statewide and national campaigns and currently serves on the Board of Directors of the South Gate Chamber of Commerce and serves as the Chair of the Government Affairs Committee for the Regional Hispanic Chamber of Commerce, Long Beach. Enrique holds a degree from the California State University, Long Beach.



Team Biography | CALIFORNIA

JAMES THUERWACHTER

James is a legislative advocate and government affairs professional. James brings years of advocacy experience from both the public and private sectors. James worked for the California State Assembly, where he staffed issues ranging from banking and finance to utilities and commerce and helped draft key legislation benefitting small businesses. While working with a leading telecommunications corporation and later a prominent nonprofit organization, James was instrumental in analyzing, interpreting, and drafting legal and policy analyses relating to First Amendment challenges and privacy regulations at both the state and federal levels. James has helped prepare several amicus briefs, which have been filed in a variety of courts, including the United States Court of Appeals for the Fourth Circuit, federal district courts in California and Arizona, and California and Washington state courts.

A Sacramento native, James received his B.A. in Government at California State University, Sacramento. James received his J.D. from Seattle University School of Law and was a visiting student at the University of California, Hastings College of the Law in 2017.

Team Biography | CALIFORNIA

ERIKA RAMIREZ

Erika is a local government, planning and land use professional with over 16 years of experience. Erika has expanded her expertise to include management from the level of Program Manager to that of Director or CEO and within the public, private, and nonprofit sectors.

Erika's functions have included working with elected officials and top executives to assess organizations or departments, reduce or maximize budgets, establish employee accountability and implement policy and procedures to improve the efficiency and effectiveness of operations and ensure compliance. Erika is also well versed in public policy, public administration and coalition building. Erika received her undergraduate degree from the University of California, Riverside and her Master's Degree in Urban Planning from New York University.

EXPERIENCE

RELATED EXPERIENCE

Prime Strategies of California has extensive experience providing consulting in the areas of executive management, city management, non-profit management, planning and land use, government affairs, public affairs, crisis management, and strategic counseling to name a few.

Prime Strategies of California has also been contracted by municipalities, quasi-governmental jurisdictions and nonprofits to fill a variety of positions including but not limited to City Manager, Assistant City Manager, Executive Director, Director, Chief Executive Officer and Project Manager. Prime Strategies fulfills the vacancies with precision and with the intention of meeting the goals of the hiring body. The goals have ranged from crisis management, such as ensuring all aspects of the municipality are carried out leaving no gap in service for residents, to complete department oversight including assessment, policy, procedure and budget recommendations as well as the implementation of those recommendations. In the role of Project Manager, we have managed the RFP process, selection processes for key city staff, or managed specific development projects on behalf of the City.

Some of the City departments and services that Prime Strategies of California has overseen include Community Development, Development Services, Housing, CDGB Funding, Enforcement, and various constituent services.

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EXPERIENCE CONT.

Cities in which high level positions have been held include:

City of Maywood	City of Bell
City of Lynwood	City of South Gate
City of Cudahy	Joint Powers Authority (CEO)

The strength of our firm lies in the dedicated professionals who form our team. With decades of collective experience, each individual in our firm brings unique experiences, qualifications and relationships to achieve the goals of our clients. We recognize that our clients are not just looking for "lobbying," but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.

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REFERENCES

City of Lynwood

As of May 2015, we serve as the Interim Director of Development, Compliance and Enforcement Services in the City of Lynwood. We oversee Planning, Housing & Community Development, Building & Safety, Code Enforcement, Animal & Parking Enforcement, and Business Licensing.

At the onset the Department was named Development Services and included Planning, Building & Safety and Code Enforcement. The Department went through a transformation. Some divisions were added while others were eliminated, reduced or morphed into new ones. The divisions of CDBG, Housing & Community Development; Business License, and Animal & Parking Control were added to Development Services which became Development, Compliance & Enforcement Services. This newly formed department maintained three divisions but altered their names and increased their areas of responsibility.

In addition to managing the growing employees, budget and developing long range plans, we make recommendations and implement changes to policies to keep costs down while fulfilling services for residents and businesses.

Prime Strategies has also been instrumental in improving opportunities for the City of Lynwood through public policy and budget funding proposals. We have been a liaison to the California Legislature in addressing the City's key legislative and budget priorities. Furthermore, Prime Strategies has monitored legislation on behalf of the City including but not limited to bills, executive orders and budget procurement opportunities.

Currently, the Department has a $3.3M budget and over 20 employees. We continue to move the City's agenda of promoting and enhancing the quality of life for the residents and businesses while creating an inviting physical environment for visitors. We will continue to serve in our current capacity until the Council selects a permanent city employee for the position.

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REFERENCES CONT.

Mi Pueblo Food Center
Recently, a California retailer with over 40 locations across the state hired Prime Strategies to secure WIC licenses after some of their initial applications had previously been denied.

Mi Pueblo reached out to Prime in the midst of the holiday season, with just two weeks left to appeal and reverse these decisions (this process generally takes 60-90 days making it essential to tackle the issue head on). Our effort began by approaching the Department of Public Health who is responsible for approving or denying licenses. After contacting the necessary public officials, and advising them of the impact this could have on the store's ability to operate, Prime Strategies was able to successfully appeal and reverse the original decision that prevented several of Mi Pueblo's locations from obtaining licenses.

By leveraging existing relationships, Prime Strategies was able to contact all of the officials despite being a holiday schedule. After contact was made, Prime Strategies facilitated communication between the client and the Department of Public Health so that the decision could be reversed before the New Year. Subsequently, Prime Strategies was successful in accomplishing the client's goal despite the limited timeframe, which can be attributed to the firm's creative techniques and relationships.

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REFERENCES CONT.

McCormick Barron Salazar

In recent years, the state of California has made a large effort to expand its urban renewal efforts. Much of the work is actually done by private companies, who often partner with the government in order to achieve the desired result at a lower price. In order for this relationship to work, local governments often subsidize the work done by these private companies. This however, requires a bevy of licenses that must be obtained before a specific deadline.

In order for McCormick, Barron, Salazar to begin redevelopment efforts, they must obtain approvals from the local energy department and the Grant Assistance Program (GAP). These approvals would allow for the client to obtain a Certificate of Occupancy which is needed for the Commercial Redevelopment Agency to sign off on the project.

Prime Strategies is proud to have been able to help the client and the city of Los Angeles in their efforts to increase access to affordable housing. In under 15 days, Prime Strategies was able to successfully secure all necessary approvals from a number of different local agencies which allowed for the company to receive its certificate of occupancy on a number of affordable housing projects. Allowing the projects to go on served a multitude of individuals who were in desperate need of such opportunities.

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REFERENCE CONTACT INFORMATION

City of Lynwood
Aide Castro
Councilmember
11330 Bullis Rd.
Lynwood, CA 90262
Phone: 310.603.0220 EXT. 200

Mi Pueblo Food Centers
Jose Aguayo
V.P. of Human Resources
2501 E Guasti Rd,
Ontario, CA 91761
(909) 923-7426

McCormick Barron Salazar
Dan Falcon
Vice President
801 West Ave. 41
Los Angeles, CA 90017
(213) 236-2680

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AUTHORIZATION

Authorization form for RFQ "Advocacy Services Qualification"

This authorization form references the above RFQ for the City of Huntington Park's request for "Advocacy Services Qualification".

Mr. Pedro Carrillo is hereby authorized to respond and sign the RFQ response for "Advocacy Services Qualification" for the City of Huntington Park.

This authorization and scope of services is valid for (90) days from date of signature.

Name: Pedro Carillo

(Name of Representative)

Signature: Pedro Carillo

(Signature of Representative)

Date: 11/6/17

PRIME STRATEGIES LLC

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ACCEPTANCE OF CONDITIONS

ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

ACCEPTANCE: This submission indicates acceptance of the conditions contained in this RFQ response to the City of Huntington Park's request for "Advocacy Services Qualification".

Acknowledged and Agreed:

Agent Signature Pedro Carrillo

Printed Name: Pedro Carrillo

Title: Managing Partner, CA

Firm Name: Prime Strategies of CA, LLC

City, State: Commerce, CA

Phone Number: 213-608-0774

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SCOPE OF SERVICES

Successor Agency: Pursuant to State legislation Abx1 26 the "Dissolution Act", the Redevelopment Agency (RDA) of the City of Huntington Park was dissolved effective February 1, 2012. The City has a responsibility to repay the City's debts, disposing of the former Redevelopment Agency's properties and assets to help pay off debts, returning revenues to the local government entities that receive property taxes and winding down the affairs of the former Redevelopment Agency.

The City of Huntington Park's Successor Agency is responsible for preparing a Recognized Obligation Payment Schedule (ROPS) in a manner provided by the State Department of Finance, listing the enforceable obligation of the former RDA and their source of payment. Prime Strategies will review the City's ROPS, current status of repayment as well as RDA activities and properties to provided an assessment on potential implications of financial issues and options as it relates to the Successor Agency and the overall City debt.

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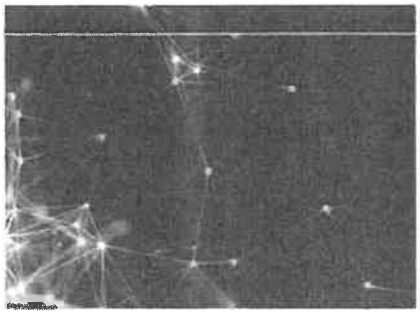

SCOPE OF SERVICES

With decades of collective experience, each individual in our firm brings unique skills, perspective, qualifications and relationships to achieve your goals. We recognize that you are not just looking for "lobbying," but need a firm that understands politics, policy, public-private partnership, stakeholder engagement, public opinion, corporate reputation and business strategy.

County Budget Consulting: Throughout the county budget process we will advise, navigate the process and execute the necessary paperwork to request specific funding for the City's current ongoing projects (i.e. street improvements, parks and rec, etc.). Such tasks will include advising on deadlines, providing testimony at budget hearings, meeting with elected officials and/or key staff in preparation for budget meetings. We will provide the "boots on the ground" working on a constant basis on your behalf at the County Hall and State Legislature. We will leverage the City of Huntington Park's political relationships to maximize results.

Communications & Messaging: The government relations and public relations strategies must be tied together to tell a clear and compelling story of the City of Huntington Park. This may require us to tell your story more publicly, not just in the government halls, to elevate the work of your allies and push a message to the community.

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SCOPE OF SERVICES

There are a number of significant opportunities for the City of Huntington Park to ensure optimal positioning in the County, State and the 115th Congress. Prime Strategies will support and expand these relationships and provide a constant presence at all three levels of government. In the initial months of the engagement, Prime will work with staff to identify your most important objectives for the coming year, for example, new program funding, CDBG funding, CSBG grants, additional Housing Authority funding, expanding federal, state and county support for business development, and/or advancing specific policy objectives.

Once established, we will harness our expertise and relationships to advance these priorities on your behalf. We can reasonably expect a new Administration to pursue several policy initiatives, via State or County funding, that have natural synergies with the mission and activities of the City. Our team at Prime Strategies can identify those areas and effectively advocate for the City of Huntington Park.

Below are just a few examples:

- Edward Byrne Memorial Justice Assistance Grant: This grant helps states and localities pay for a range of criminal justice needs.
- U.S. Economic Development Administration Grant: This grant assists economically distressed communities with job creation and public works projects.
- CDBG (Community Development Block Grant - FEDS): This program helps fund a range of housing, infrastructure and business development projects.

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SCOPE OF SERVICES

- The Regional Park and Open Space District (RPOD): This grant administrates funds from Prop A for such park and open space related activities from tree planting to creating walking and hiking trails.
- The California Department of Parks and Recreation- Recreational Trials Program (RTP): This funds motorize and non-motorized recreational trails.
- Los Angeles County Arts Commission- Community Impact Arts Grant Program: This funding is open to Municipal departments whose primary mission is to provide services other than arts programming.
- Cal Trans- Active Transportation Program (ATP): Funding for biking, walking, recreational trails and Safe Routes to Schools.
- Los Angeles County Metropolitan Transportation Authority (Metro): Metro distributes funding to improve all modes of surface transportation.
- Office of Community Oriented Policing Services: This program provides money for law enforcement agencies to hire additional community policing officers.

Another potential area to search for funding is with in the bridging of the digital divide for residents of Huntington Park. While cities have large networks of free access to internet connected computers in City Hall and most school children have access at various after school programs there is still a need for quality connections at home. Increasing access to Broadband for households and making 5G wireless available to more families can be a program for consideration.

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SCOPE OF SERVICES

We believe that federal dollars can be secured and directed to the City for the purpose of expanding existing programs and would be the best manner to upgrade and increase broadband accessibility in Huntington Park.

Workforce training programs and resources are essential to the City of Huntington Park. These programs may be expanded by showcasing existing centers and the diverse population that utilize them. These sites and programs are ready and able to become even more robust with additional federal dollars.

Finally, targeting funding opportunities dedicated to services for new immigrants would be of great benefit to the City. We can expect an arduous debate about comprehensive immigration reform to continue. At the Federal level, there was an effort led by the Obama Administration to create a path to citizenship for undocumented immigrants which required language and civics classes which included a funding source. If this policy is revisited, the Prime team can work extensively to ensure that public libraries and other city institutions are included in any plans or discussions for funding eligibility in that they serve as a critical community resource for the delivery of such educational initiatives for adults, many of whom are not engaged in any formal institutional learning.

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SCOPE OF SERVICES

Prime Strategies will work to educated the Department of Homeland Security and the United States Citizenship and Immigration Services on the ability of public libraries to implement such plan.

Given the current position of the Administration and the response from the State of California and the County of L.A. we may anticipate funding opportunities at the State and County levels to fund programs that will help the City's immigrant population in as well. Prime will monitor State and County legislation for such opportunities.

Our work would include tracking and identifying both existing opportunities and those that may emerge. Having Prime's eyes and ears on the ground as debates occur with regard to existing programs and new initiatives that may emerge will be critical in directing resources to the City. It is important to note that in an era without access to discretionary budget items from state elected officials and members of congress, we have learned to take a creative approach in identifying funding sources.

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SCOPE OF SERVICES

Government Relations: Building on an excellent reputation and relationships, we will guide the continued engagement of the City Council, to appropriate County and State Government Officials. Prime Strategies aims to augment the City of Huntington Park's efforts with our team of experienced professionals and expand its advocacy capacity. Our strategic efforts will positively impact the City's legislative advocacy agenda and government relations in order to protect the interests of the City, its businesses and its residents.

How We Work: First and foremost, our goal is to fulfill objectives, not to extend a client retainer for as long as possible. Our focus is to advocate on behalf of the City of Huntington Park on a variety of issues including; economic development, community development, public safety, affordable housing, parks and recreation, transportation, small business and any other issues as assigned. We will be honest and forthright regarding the City's objectives and their likelihood of success. We will give candid counsel regardless of the impact it may make on the engagement.

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WHY PRIME FOR HUNTINGTON PARK

Record of Success: Prime Strategies of California is well-suited to successfully represent the City of Huntington Park in creating and implementing its legislative agenda and advocacy efforts. The firm has a proven track record of helping to pass, stop or amend legislation to the benefit of its clients.

The first step towards a successful partnership with the City is to develop a thorough understanding of your legislative and public policy priorities (tracking, opportunities to support/kill bills, budget appropriations, message development, etc.). We will begin research and intelligence gathering to build a better and more accurate picture of the current political landscape and understand your needs in the County and State Legislature. During this time, Prime Strategies of California proposes to work closely with your executive team, to develop a legislative, regulatory and local government relations agenda.

Once we gather this information, we will be able to develop strategies and tactics for engaging key decision makers and move them towards taking positive action. Part of our legislative strategy will begin with meetings and briefings with key County officials, Assembly and Senate members on key legislative committees (i.e. appropriations, budget, labor, health, utilities and energy, jobs economic development and the economy, banking and finance, etc.). These initial meetings would allow us to introduce the City of Huntington Park's legislative priorities.

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ITEM NO. 18

CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

December 7, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING TITLE 6 SANITATION AND HEALTH, CHAPTER 2 SOLID WASTE OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH AN ORGANIC WASTE DISPOSAL REDUCTION PROGRAM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve by 4/5th vote the attached Urgency Ordinance of the City Council amending the Huntington Park Municipal Code to establish an Organic Waste Disposal Program in compliance with Senate Bill 1383

PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION

Senate Bill 1383 ("SB 1383"), adopted on September 19, 2016, develops a short-lived climate pollutant reduction strategy and sets forth several targets for the reduction of greenhouse gas emissions through organic waste recycling and edible food waste recovery. SB 1383 empowers the California Department of Resources, Recycling and Recovery ("CalRecycle"), in consultation with the California Air Resources Board ("CARB") to adopt regulations designed to reduce organic waste in landfills by 50% by 2020 and 75% by 2025 as compared to the baseline levels of 2014. As part of the organic waste reduction strategy, SB 1383 also establishes a target of a 20% percent reduction in the amount of edible food going to waste by 2025 and utilize such potentially wasted edible food for human consumption. In November 2020, CalRecycle, in consultation with CARB adopted such regulations ("CalRecycle Regulations") and required jurisdictions to adopt compliant ordinances by January 1, 2022.

To implement the mandatory provisions of SB 1383 and the CalRecycle Regulations, this Urgency Ordinance will require residential and commercial organic waste generators and haulers to separate organic waste from other recyclable materials and refuse in order to be processed at designated facilities. It also requires Commercial Edible Food Generators and Food Recovery Organizations and Services to enter into agreements for the collection, recovery and distribution to the public for the recovered edible food and maintain records of their edible food recovery activities. If the City does

not establish the mandatory requirements of SB 1383 and the CalRecycle Regulations by January 1, 2022, the City may be penalized as follows:

- Minor violation $500 to $4,000 per violation per day
- Moderate violation $4,000 to $7,500 per violation per day
- Major violation $7,500 to $10,000 per violation per day

This Urgency Ordinance also establishes procedures for the investigation and enforcement of these provisions. The City may assess civil penalties against any waste generators, haulers, commercial edible food generators, food recovery organizations, good recovery services or other entities covered by this Urgency Ordinance beginning on January 1, 2024. Such penalties per violation under this Urgency Ordinance are between $50-$100 for the first violation, $100-$200 for a second violation, and $250-$500 for a third or subsequent violation.

Other relevant provisions of this Urgency Ordinance include:

- De Minimis, Physical Space or collection frequency wavers for organic waste generators
- Requirements for sorting, hauling, recycling and record keeping for self-haulers
- CalGreen recycling requirements for construction and demolition projects
- Adoption of certain provisions of the Model Water Efficient Landscaping Ordinance regarding compost and mulch usage
- Implementing a minimum recycled paper content of 30% if such recycled paper products are available at the same or lower costs that non-recycled items

FISCAL IMPACT/FINANCING

There will be additional costs associated with implementing the provisions of SB 1383 and the CalRecycle Regulations, including fees associated with organic waste recycling facilities, and the investigation and enforcement of any violations of these provisions. The City has not yet determined whether these costs will be incurred by the City, hauler or pass through to consumers through the gradual increase of collection rates.

CONCLUSION

It is recommended that the City Council approve the Urgency Ordinance by 4/5th vote and introduce and waive the first reading of the non-urgency Ordinance amending the Huntington Park Municipal Code to establish an Organic Waste Disposal Program in compliance with Senate Bill 1383 to avoid the imposition of any penalties for non-compliance associated with the January 1, 2022 ordinance adoption deadline.

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT(S)

1. Urgency Ordinance of the City Council of the City of Huntington Park, California, amending Title 6 Sanitation and Health, Chapter 2,Solid Waste of the Huntington Park Municipal Code to Establish an Organic waste Disposal Reduction Program

ATTACHMENT "A"

URGENCY ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING TITLE 6 SANITATION AND HEALTH, CHAPTER 2 SOLID WASTE OF THE HUNTINGTON PARK MUNICIPAL CODE TO ESTABLISH AN ORGANIC WASTE DISPOSAL REDUCTION PROGRAM

WHEREAS, the City of Huntington Park ("City") is a general law city, incorporated under the laws of the State of California; and

WHEREAS, pursuant to its "police powers" under Article XI, Section 7 of the California Constitution, the City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, on September 19, 2016, the State enacted Senate Bill 1383 ("SB 1383"), aimed towards reducing greenhouse gas emission levels; and

WHEREAS, SB1383 requires the California Department of Resources, Recycling and Recovery ("CalRecycle") to adopt regulations to reduce organic waste in landfills from the 2014 level by 50% by 2020 and by 75% by 2025; and

WHEREAS, SB1383 also requires CalRecycle to adopt regulations to reduce the amount of edible food being disposed of by 20% by 2025 and recover such edible food for human consumption; and

WHEREAS, CalRecycle has promulgated regulations requiring jurisdictions to adopt ordinances to achieve the organic waste reduction goals set forth in SB1383; and

WHEREAS, enforcement of the CalRecycle regulations related to SB 1383 begins on January 1, 2022; and

WHEREAS, City desires to adopt an Organic Waste Disposal Reduction ordinance complying with requirements of SB 1383 and CalRecycle; and

WHEREAS, the City Council finds that this Ordinance is necessary and appropriate, in furtherance of the public health, safety, and general welfare.

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

SECTION 1. The City Council of Huntington Park hereby finds and determines that all of the foregoing recitals are true and correct and are incorporated as part of the City's findings.

SECTION 2. Facts Constituting Urgency. The City Council finds that the adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health and safety of the residents and businesses located within the City's boundaries. The regulations adopted herein are required by SB 1383 to achieve the State's overall goals of reducing greenhouse gas emissions and reducing the unnecessary disposal of edible foods. The City Council finds that achieving the goals set forth in SB 1383 will help promote the overall health of the City's residents and provide nutrition for food insecure individuals. The City must adopt the required provisions of this Urgency Ordinance prior to January 1, 2022 or be subject to the penalties under CalRecycle regulations. For the reason stated herein, and in the recitals above, the City Council finds that the adoption of this Urgency Ordinance is necessary for the immediate protection of the health and safety of the residents and business located in the City of Huntington Park.

SECTION 3. Article 4. Organic Waste Disposal Reduction, is hereby added to TITLE 6 SANITATION AND HEALTH, CHAPTER 2 SOLID WASTE of the Huntington Park Municipal Code read as follows:

Article 4. Organic Waste Disposal Reduction

6-2.401 Purpose and Findings

The City finds and declares:

(a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

(b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.

(c) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold

amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program.

(d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

(e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

6-2.402 Title of the Ordinance

This Article shall be entitled "Organic Waste Disposal Reduction".

6-2.403 Definitions

The words and phrases contained in this chapter shall have the meaning commonly associated with them unless special meaning is ascribed to them by the California Public Resources Code or the California Code of Regulations (as either may be amended from time to time) in which case such meaning shall apply; except that the following words shall, for the purpose of this Article 4. Organic Waste Disposal Reduction, be defined as follows:

(a) "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

(b) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).

(c) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

(d) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall,

industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). For the purposes of this Article, a Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

(e) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 6-2.403(mmm) and 6-2.403(nnn) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(f) "Compliance Review" means a review of records by City to determine compliance with this ordinance.

(g) "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(h) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(i) "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

(j) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

(k) "C&D" means construction and demolition debris.

(l) "Designated Source Separated Organic Waste Facility", as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

(1) The facility is a "transfer/processor," as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

(A) If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a "Designated Source Separated Organic Waste Facility".

(2) The facility is a "composting operation" or "composting facility" as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.

(A) If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a "Designated Source Separated Organic Waste Facility." For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).

(m) "Designee" means an entity that City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

(n) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(o) "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(p) "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or

its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

(q) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(r) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(s) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(t) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(u) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(v) "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

(w) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

(x) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

(y) "Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

(z) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Mixed Waste.

(aa) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(bb) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

(cc) "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

(dd) "Inspection" means a site visit where City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

(ee) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition

in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

(ff) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

(gg) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(hh) "Mixed Waste Organic Collection Stream" or "Mixed Waste" means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).

(ii) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with four (4) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

(jj) "MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

(kk) "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

(ll) "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

(1) Special district(s) located within the boundaries of the City

(2) Federal facilities, including military installations, located within the boundaries of the City.

(3) Prison(s) located within the boundaries of the City

(4) Facilities operated by the State park system located within the boundaries of the City.

(5) Public universities (including community colleges) located within the boundaries of the City

(6) County fairgrounds located within the boundaries of the City

(7) State agencies located within the boundaries of the City

(mm) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

(oo) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(pp) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(qq) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(rr) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(ss) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(tt) "Prohibited Container Contaminants" means the following: (i) discarded materials placed in a Blue Container that are not identified as acceptable Source Separated Recyclable Materials for City's Blue Container; (ii) discarded materials placed in the Gray Container that are identified as acceptable Source Separated Recyclable Materials, which are to be separately collected in City's Blue Container; and, (iii) Excluded Waste placed in any container.

(uu) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

(vv) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(ww) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(xx) "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.

(yy) "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

(zz) "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

(aaa) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(bbb) "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

(ccc) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(ddd) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(eee) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(fff) "Single-Family" means of, from, or pertaining to any residential premises with fewer than four (4) units.

(ggg) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(hhh) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Mixed Waste or other Solid Waste for the purposes of collection and processing.

(iii) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

(jjj) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

(kkk) "State" means the State of California.

(lll) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(mmm) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.

(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.

(3) Food Service Provider.

(4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(nnn) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large Venue.

(5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(ooo) "Uncontainerized Green Waste and Yard Waste Collection Service" or "Uncontainerized Service" means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator's house or place of

business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

(ppp) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

6-2.404 Requirements for Single-Family Generators

Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 6-2.410 of this ordinance:

(a) Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described below in Section 6-2.404(b). City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(b) Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

(1) Generator shall place only Source Separated Recyclable Materials in a Blue Container. Generator shall place all other materials (Mixed Waste) in a Gray Container.

6-2.405 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

(a) Subscribe to City's Organic Waste collection services and comply with requirements of those services as described below in Section 6-2.405(b), except Commercial Businesses that meet the Self-Hauler requirements in Section 6-2.410 of this ordinance. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

(b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 6-2.410 of this ordinance, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

(1) Generator shall place only Source Separated Recyclable Materials in a Blue Container. Generator shall place all other materials (Mixed Waste) in a Gray Container.

(c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 6(d)(1) and 6(d)(2) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 6-2.410 .

(d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(1) A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

(e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 6-2.405(d) pursuant to 14 CCR Section 18984.9(b).

(f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 6-2.410.

(g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

(h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Recyclable Materials.

(i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Recyclable Materials separate from Mixed Waste (when applicable) and the location of containers and the rules governing their use at each property.

(j) Provide or arrange access for City or its agent to their properties during all Inspections conducted in accordance with Section 6-2.414 of this ordinance to confirm compliance with the requirements of this ordinance.

(k) Accommodate and cooperate with City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 6-2.405(b). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers and Gray Containers.

(l) At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers and Gray Containers subject to written notification to or approval by the City or its Designee.

(m) If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 6-2.410 of this ordinance.

(n) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(o) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 6-2.407.

6-2.406 Waivers for Generators

(a) De Minimis Waivers: City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that

the business generates below a certain amount of Organic Waste material as described in Section 6-2.406(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

(1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 6-2.406(a)(2) below.

(2) Provide documentation that either:

(A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

(B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

(3) Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

(b) Physical Space Waivers: City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Sections 6-2.404 or 6-2.405.

A Commercial Business or property owner may request a physical space waiver through the following process:

(1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

(2) Provide documentation that the premises lacks adequate space for Blue Containers including documentation from its hauler, licensed architect, or licensed engineer.

(3) Provide written verification to City that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

(c) Collection Frequency Waiver: City, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the City's Organic Waste collection service to

arrange for the collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

(d) Review and Approval of Waivers by City

Any applications for waivers under this Section shall be subject to approval by the City Manager.

6-2.407 Requirements for Commercial Edible Food Generators

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 6-2.07 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(6) No later than April 1 of each year, commencing no later than April 1, 2023, Tier One and Tier Two Commercial Edible Food Generators shall provide an annual Food Recovery report to the City that includes the information required under Section 6-2.407(c)(5)(C).

(d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

6-2.408 Requirements for Food Recovery Organizations and Services

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

(d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than April 1 of each year.

(e) Food Recovery Capacity Planning

(1) Food Recovery Services and Food Recovery Organizations: In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

6-2.409 Requirements for Haulers and Facility Operators

(a) Requirements for Haulers

(1) In addition to any other requirements of the Huntington Park Municipal Code or franchise agreements, Exclusive franchised haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within

the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

(A) Through written notice to the City annually on or before April 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Mixed Waste.

(B) Transport Source Separated Recyclable Materials and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

(C) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 6-2.411 of this ordinance, and Sections 7-10.001 et seq. of the Huntington Park Municipal Code.

(2) Exclusive franchised haulers' authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with City.

(b) Requirements for Facility Operators and Community Composting Operations

(1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

(2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

6-2.410 Self-Hauler Requirements

(a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

(1) Delivery receipts and weight tickets from the entity accepting the waste.

(2) The amount of material in cubic yards or tons transported by the generator to each entity.

(3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 6-2.410(c) to City if requested.

(e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 6-2.410 (c) and (d).

6-2.411 Compliance with CALGreen Recycling Requirements

(a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to Sections 7-10.001 et seq. of the Huntington Park Municipal Code for complete CALGreen requirements.

(b) For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

(1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container materials,

consistent with the Organic Waste collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container materials, consistent with Organic Waste collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City's C&D ordinance, Section 7-10.001 et seq. of the Huntington Park Municipal Code, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

6-2.412 Model Water Efficient Landscaping Ordinance

(a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 6-2.412.

(b) The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

(c) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 6-2.412(a) above shall:

(1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

(A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%)

organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

(B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 6-2.412(a) shall consult the full MWELO for all requirements.

(d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B)(C), (D), and (G) of the MWWELO September 15, 2015 requirements in a manner that requires City to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

6-2.413 Procurement Requirements for City Departments, Direct Service Providers, and Vendors

(a) City departments, and direct service providers to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.

(b) All vendors providing Paper Products and Printing and Writing Paper shall:

(1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

(2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

(3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

(4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

(5) Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 6-2.413(b)(3) and 6-2.413(b)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

6-2.414 Inspections and Investigations by City

(a) City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 6-2.405 of this ordinance, City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 6-2.405(k) of this ordinance.

(b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials

in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

(c) Any records obtained by a City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

(e) City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

6-2.415 Enforcement

(a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City Manager or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this ordinance may be undertaken by the City Manager or their designated entity, legal counsel, or combination thereof.

(d) Process for Enforcement

(1) City Manager and/or its Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 6-2.414 establishes City's right to conduct Inspections and investigations.

(2) City may issue an official notification to notify regulated entities of its obligations under the ordinance.

(3) For incidences of Prohibited Container Contaminants found in containers, City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within seven (7) days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a generator's containers on more than two (2) consecutive occasion(s), the City may assess contamination processing fees or contamination penalties on the generator.

(4) With the exception of violations of generator contamination of container contents addressed under Section 6-2.415(d)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

(5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Section 6-2.111 of the Huntington Park Municipal Code or requirements contained in Section 6-2.415(k), Table 1, List of Violations.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

(1) For a first violation, the amount of the base penalty shall be $50 to $100 per violation.

(2) For a second violation, the amount of the base penalty shall be $100 to $200 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be $250 to $500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

(1) The nature, circumstances, and severity of the violation(s).

(2) The violator's ability to pay.

(3) The willfulness of the violator's misconduct.

(4) Whether the violator took measures to avoid or mitigate violations of this chapter.

(5) Evidence of any economic benefit resulting from the violation(s).

(6) The deterrent effect of the penalty on the violator.

(7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 6-2.415 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

(1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(2) Delays in obtaining discretionary permits or other government agency approvals; or,

(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 6.2-415, as needed.

(k) Enforcement Table

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Rows with Asterisks are not required for Standard Compliance,

Table 1. List of Violations

Requirement	Description of Violation
Commercial Business and Commercial Business Owner Responsibility Requirement Sections 6-2.405*	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 6-2.404 and 6-2.405	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement Section 6-2.409*	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 6-2.409	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 6-2.409	A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by this ordinance.
Self-Hauler Requirement Section 6-2.410	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 6-2.407*	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.

Commercial Edible Food Generator Requirement Section 6-2.407*	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 6-2.407*	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 6-2.404, 6-2.405, 6-2.407, 6-2.408*	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 6-2.407*	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 9.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 6-2.408*	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 10.

SECTION 4. The City Council finds that the adoption of this Urgency Ordinance is exempt from additional environmental review under the California Environmental Quality Act ("CEQA") as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment under CEQA Guidelines Section 15601(b)(3). The adoption of this Urgency Ordinance is also mandated by CalRecycle and is therefore an action taken by a regulatory agency for the protection of the environment under CEQA Guidelines Section 15308.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 6. The City Council of the City of Huntington Park hereby adopts this Urgency Ordinance pursuant to California Government Code Section 36934 and 36937 by a four-fifths vote of the City Council.

SECTION 7: The City Clerk shall attest and certify to the adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 8: This Ordinance shall go into effect and be in full force and effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 7th day of December, 2021.

ATTEST:

Eduardo Sarmiento, City Clerk

CITY OF HUNTINGTON PARK

Graciela Ortiz, Mayor

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ITEM NO. 19

CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

December 7, 2021

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:

TRANSPARENT REVIEW OF UNJUST TRANSFERS AND HOLDS (TRUTH) ACT COMMUNITY FORUM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Government Code section 7283.1, present this item as a Community Form to inform members of the public of access to individual(s) granted to Immigration and Customs Enforcement agency by the Huntington Park Police Department during 2020; and

2. Receive and file this information provided by the Huntington Park Police Department regarding Immigration and Customs Enforcement agency access to individuals in 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

California's Transparent Review of Unjust Transfers and Holds (TRUTH) Act (Government Code sections 7283 and 7283.1), requires that a Community Forum be held each calendar year to inform members of the public of information pertaining to access to individuals granted to Immigration and Customs Enforcement (ICE) agency by the Huntington Park Police Department during the preceding year (2020).

Government Code Section 7282, subdivision (d), defines "ICE access" as follows:

"ICE access" means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

(1) Responding to an ICE hold, notification, or transfer request.
(2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.

(3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
(4) Allowing ICE to interview an individual.
(5) Providing ICE information regarding dates and times of probation or parole check-ins.

The Huntington Park Police Department (HPPD) maintains jail policy and operating procedures which align with the mandates of the TRUTH Act and all other legal requirements. HPPD's jail policy Section 414 prohibits any transfer of an inmate to ICE's custody unless the transfer is in accordance with established law. HPPD does not enforce immigration law and an individual is never arrested or held in custody by HPPD solely on a violation of immigration law. Individual(s) ultimately transferred to ICE custody by HPPD are initially arrested on a local or state charge; and only transferred to ICE custody after a request for transfer by ICE is received; and only after legal qualifying transfer criteria is verified.

REPORTING DATA

In accordance with legal criteria, in 2020 HPPD transferred one male adult inmate to ICE's custody. The inmate transferred was an individual who was initially arrested by HPPD on a state charge and who had been previously convicted of a felony offense as identified in Government Code 7282.5(a). This felony conviction met the legal requirement for transfer to ICE's custody.

FISCAL IMPACT/FINANCING

N/A

CONCLUSION

Receive and file.

Respectfully submitted,

RICARDO REYES
City Manager

COSME LOZANO
Chief of Policeone

ITEM NO. 20

CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

December 7, 2021

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

Dear Mayor and Members of the City Council:

APPROVE FY 2021-22 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AGREEMENT AND ACCEPT GRANT FUNDING

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve and accept funding for the Police Department provided by the State of California Office of Traffic Safety (OTS) through the Selective Traffic Enforcement Program (STEP), totaling $50,000 for FY 2021-22;

2. Authorize the City Manager to execute the Standard Agreement for Selective Traffic Enforcement Program (STEP) between the City of Huntington Park and the State of California Office of Traffic Safety (OTS); and

3. Authorize estimated revenues and approve a budget appropriation in the amount of $50,000 to the respective accounts detailed in the fiscal impact section of this report; and

4. Authorize the Chief of Police to execute the work and objectives outlined in the agreement.

BACKGROUND

The California Office of Traffic Safety (OTS) strives to eliminate traffic collision injuries and deaths. To this effort, OTS designates grant funds for state and local public safety agencies to implement programs which help enforce traffic laws, educate the public on the topic of traffic safety, provide varied and effective ways of reducing traffic related injuries and fatalities, and reduce monetary losses from traffic collisions. OTS determines grant funding amounts based on tangible criteria pertaining to the potential positive traffic safety community impact, traffic collision statistics, seriousness of existing traffic related issues, and performance under previous OTS grants.

The goal of OTS is to help agencies develop traffic safety programs that contribute toward the OTS mission of; *"Toward zero deaths, every 1 counts."*

By conducting specific enforcement through Driving Under the Influence (DUI) checkpoints, DUI enforcement saturation patrols, pedestrian and bicycle safety pro-active enforcement, and providing traffic safety education to members of the community, OTS and the Police Department can anticipate a decrease in traffic collisions and a safer traffic environment in the community.

FISCAL IMPACT/FINANCING

This is a 100% reimbursement grant. No matching City funds are required to receive the OTS grant funds. Once the Police Department expends funds to complete grant designated projects, the City will then submit reimbursement requests to OTS in accordance with grant reimbursement criteria.

This grant is being funded with federal funds. As a result, the funds are programmed for federal FY 2021-22 (October 1, 2021 to September 30, 2022). Below are the designated revenue and expense accounts to administer these funds;

Revenue Account	Fiscal Year 2021-22	Amount
224-0000-335.30-96	OTS Step Grant	50,000
	Total:	**50,000**

It is also necessary to appropriate the following amounts to the designated expenditure accounts to establish the method of expenditure for the $50,000 designated in the revenue above account.

Expense Account	Expense	Amount
224-7115-421.13-00	Police Department Overtime	46,368
224-7115-421.59-15	Professional Development	1,856
224-7115-421.61-20	Department Supplies & Expenses	1,776
	Total:	**50,000**

LEGAL AND PROGRAM REQUIREMENTS

As a condition of receiving these grant funds, OTS requires the Police Department to administer and execute certain project driven objectives throughout the grant period, including; DUI/CDL checkpoints, DUI saturation patrols, traffic and distracted driving enforcement, "click it or ticket" safety belt enforcement, and bicycle and pedestrian safety enforcement. The expanded detail pertaining to the required performance objectives by OTS are incorporated in the attached OTS grant agreement, specifically section 2B, beginning on page 3.

Also, please reference the attached OTS Grant Agreement for legal and procedural considerations associated with the acceptance of this grant funding.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

Ricardo Reyes
City Manager

COSME LOZANO

Chief of Police

ATTACHMENT(S)

A. FY 2021-22 Selective Traffic Enforcement Program Grant Agreement

ATTACHMENT "A"

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Huntington Park

3. Grant Period
From: 10/01/2021
To: 09/30/2022

4. AGENCY UNIT TO ADMINISTER GRANT
Huntington Park Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $50,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Neil Castelli
TITLE: Police Lieutenant
EMAIL: ncastelli@huntingtonparkpd.org
PHONE: (323) 826-6686
ADDRESS: 6542 Miles Avenue
Huntington Park, CA 90255

_____ _____
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Ricardo Reyes
TITLE: City Manager
EMAIL: rreyes@hpca.gov
PHONE: (323) 584-6222
ADDRESS: 6550 Miles Avenue
Huntington Park, CA 90255

_____ _____
(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Nita McKay
TITLE: Finance Director
EMAIL: nmckay@hpca.gov
PHONE: (323) 584-6201
ADDRESS: 6550 Miles Avenue
Huntington Park, CA 90255

_____ _____
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

_____ _____
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: 019871862 REGISTERED ADDRESS: 6542 Miles Ave. CITY: Huntington Park ZIP+4: 90255-0000

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$50,000.00**
				AMOUNT ENCUMBERED BY THIS DOCUMENT **$50,000.00**		
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE **$50,000.00**		

1. PROBLEM STATEMENT

The City of Huntington Park is a culturally diverse community with a population of 58,993 (US Census Bureau: 2016 to 2017). Also included in the US Census study, it's reported that the city of Huntington Park has moved from 14th to the 5th most populated city per square mile of the 265 cities in Los Angeles County, averaging 19,493 per square mile. Located approximately ten miles southeast of Downtown Los Angeles, this urban area is a mix of single family and multi-unit housing, commercial establishments, light industry, and one major hospital. The City is governed by a mayor and a four member(s) City Council, and has provided local law enforcement services since incorporation in 1906.

In recent years, the department has noticed a steady increase in the number of traffic crashes that have occurred in the city. Since 2015 (184), traffic crashes have remained consistent with a slight decrease in 2015 (183 crashes.), and in 2017 (154 crashes) The number of victims involved in traffic crashes during the same time period has also remained consistent (184 in 2015, and 183 in 2016), with again a slight decrease in 2017 (154 victims.) During the 2018 year we saw in increase in traffic crashes to 175, and injured parties taking a more significant jump to 250. In 2019 we saw another increase in traffic crashes to 203, and injured parties to 248. Also in 2020 we saw another increase in crashes to 297 and a decrease in injuries to 143.

The department has observed (3) fatalities in 2015, and increase in 2016 to (5) and back to (3) in 2017. In 2018, traffic fatalities again dropped to (2) for the year. In the year 2019 we saw another 2 fatal traffic crashes, and in 2020 we saw an increase to 4 fatal traffic crashes.

The number of DUI arrests has slowly began to increase over the past 4 years. During 2015, the number of DUI arrests was (102). During 2016, the number increased slightly to (145), and remained almost the same in 2017 at (151). In 2018, we saw the same number of DUI arrests at (151), identical to 2017. In 2019 the number of DUI arrests slightly increase to 168. With the OTS grant funding awarded to deploy additional officers to target the days of the week, and times that are most likely to yield a DUI arrest, we have shown a steady decrease in DUI arrests to (116).

In addition to the aforementioned increase in traffic crashes and alcohol involved traffic crashes, the city anticipates a significant increase in vehicle and pedestrian traffic due to the lack of man power and focused enforcement during night time hours, and an increase in vehicle traffic due to spurring of night-time activities and a push for night life by city officials. Night time injury traffic crashes have increased significantly during the 2018 to (250), versus 210 in 2017. In 2019 there was an a significant drop to (103) in nighttime traffic crash down from 2018's number of (250).

An increase in traffic crashes combined with the anticipated increase in vehicle and pedestrian traffic has led the department to actively seek solutions to increase traffic safety within the community. The department will conduct several traffic enforcement details to reduce the number of traffic crashes and victims by targeting drivers that are engaged in driving habits that have been identified as primary crash factors. This includes: speed, driving under the influence, and inattentive/distracted drivers. In the year FY 2018/19 we saw a decrease in Traffic officers from 3 officers to 2 officers due to a lack of city funding of the positions. In 2019 the Huntington Park Police Department still only fields 2 Traffic Division motor officers. In 2020, we have maintained the 2 full time traffic officers and added a traffic intern officer.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.

9. Reduce the number of persons killed in drug-involved crashes. 10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	6
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
11. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted	1

driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.

3. **METHOD OF PROCEDURE**

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.Media Requirements
- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.Media Requirements
- The following requirements are for all grant-related activities
- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual

services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.

- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-22	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$30,000.00
402PT-22	20.600	State and Community Highway Safety	$20,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Positions and Salaries **Straight Time**				$0.00
Overtime				
DUI/DL Checkpoints	164AL-22	$10,080.00	2	$20,160.00
DUI Saturation Patrols	164AL-22	$1,344.00	6	$8,064.00
Traffic Enforcement	402PT-22	$1,344.00	4	$5,376.00
Distracted Driving	402PT-22	$1,344.00	4	$5,376.00
Motorcycle Safety	402PT-22	$1,344.00	2	$2,688.00
Night-time Click It Or Ticket	402PT-22	$1,344.00	1	$1,344.00
Pedestrian and Bicycle Enforcement	402PT-22	$1,344.00	2	$2,688.00
Traffic Safety Education	402PT-22	$672.00	1	$672.00
Category Sub-Total				$46,368.00
B. TRAVEL EXPENSES				
In State Travel	402PT-22	$1,856.00	1	$1,856.00
				$0.00
Category Sub-Total				$1,856.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-22	$1,776.00	1	$1,776.00
Category Sub-Total				$1,776.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$50,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

• Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

• Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

• Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

• Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE
In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING
In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.