

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, December 21, 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, boozing, 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@h pca.gov or Esarmiento@h pca.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)

1. Holiday Proclamation presented to the City of Huntington Park by the County of Los Angels
2. Toy Distribution with Univision
3. 2021 Mayor Holiday Decorating Contest Winners

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

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. 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 December 07, 2021

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated December 21, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNICATIONS AND COMMUNITY RELATIONS

3. AWARD OF WEB PORTAL AND DIGITAL OUTREACH SERVICES CONTRACT

RECOMMENDED THAT CITY COUNCIL:

1. Award a three (3) year professional service agreement (PSA) with an option of three, one-year renewal options to provide Web Portal and Digital Outreach Services to the sole responsive and responsible proposer, Campaign Rep Inc. for a not-to-exceed amount of \$100,000 annually;
2. Authorize the City Manager to negotiate and execute the PSA.

PUBLIC WORKS

4. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO INVESTIGATE AND PROVIDE DESIGN ENHANCEMENTS AT WELL NO. 16

RECOMMENDED THAT CITY COUNCIL:

3. Award the professional services agreement (PSA) to investigate the lack of production at Well No. 16 and generate plans, specifications and engineer's estimate for bidding purposes to Cannon as the most responsive and responsible proposer for a not-to-exceed amount of \$254,125 payable from Account No. 681-8030-461.43-30 (Maintenance of Wells); and
4. Authorize the City Manager to execute the PSA.

5. CONSIDERATION AND APPROVAL OF PLANS, SPECIFICATIONS & ENGINEER'S ESTIMATE FOR CIP 2021-01 SB1 CDBG STREET ENHANCEMENT PROJECT FY 2021-22 AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

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 2021-01 SB1 CDBG 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 AWARD PROFESSIONAL SERVICES AGREEMENT TO ADD THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM AT WELL NO. 15

RECOMMENDED THAT THE CITY COUNCIL:

1. Award the professional services agreement (PSA) to add the supervisory control and data acquisition (SCADA) system at Well No. 15 to Emerson Process Management Power & Water Solutions, Inc. (Emerson) for a not-to-exceed amount of \$16,316.50 payable from Account No. 681-8030-461.56-41; and
2. Authorize the City Manager to execute the PSA.

7. CONSIDERATION AND APPROVAL OF SPECIFICATIONS FOR CIP 2021-02 CPS AND ARS PROJECT TO PROCEED WITH BID ADVERTISEMENT

RECOMMENDED THAT CITY COUNCIL:

4. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
5. Approve CIP 2021-02 CPS and ARS Project specifications; and
6. Authorize staff to proceed with bid advertisement for construction.

COMMUNITY DEVELOPMENT

8. AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR PROFESSIONAL SERVICES RELATED TO GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Proposal (RFP) process for professional services related to geotechnical and environmental services.

END OF REGULAR AGENDA

PUBLIC HEARINGS

9. PUBLIC HEARING TO ADOPT THE HUNTINGTON PARK RULE 20A UNDERGROUNDING PROJECT ON SANTA ANA STREET BETWEEN STATE STREET AND OTIS STREET LIMITS AND DECLARING THE FORMATION OF UNDERGROUND UTILITY DISTRICT 15

RECOMMENDED THAT CITY COUNCIL:

1. Open the public hearing and hear objections or protests, if any, to the proposed formation of the Rule 20A Underground Utility District project on Santa Ana Street, between State Street and Otis Street;
2. Close the public hearing; and
3. Adopt a Resolution declaring the formation of Underground Utility District No. 15.

10. CONSIDERATION AND APPROVAL OF SUBSTANTIAL AMENDMENT NUMBER ONE TO THE FY 2021-2022 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

RECOMMENDED THAT CITY COUNCIL:

1. Open the public hearing and hear objections or protests, if any, to the proposed Substantial Amendment Number One for CDBG funds; and
2. Approve the Substantial Amendment Number One to the Annual Action Plan for FY 2021-2022, inclusive of any comments received by the City Clerk during the 30-day public comment period; and
3. Authorize City Manager to execute the project and program with the unallocated FY 2019-2020 CDBG funds; and
4. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD); and
5. Amend the Fiscal Year 2021-2022 Budget in accordance with the approved Substantial Amendment; and
6. Authorize City staff to electronically transmit the amended components of the FY 2021-2022 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD) via Integrated Disbursement and Information System (IDIS).

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila

Council Member Marilyn Sanabria

Council Member Karina Macias

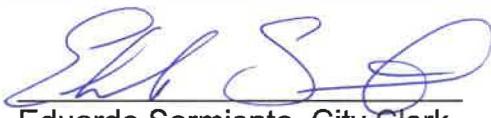
Vice Mayor Eduardo “Eddie” Martinez

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, January 4, 2022 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 17th Day of December 2021.



Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday, December 7, 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 6:06 p.m. on Tuesday, December 7, 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; Assistant City Manager – Absent; 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 Nicholas Barba

PRESENTATION(S)

None

PUBLIC COMMENTS

The following members of the public submitted public comments:

1. Jose Rivera
2. Christine Kwan

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [12-07-21 Regular City Council Meeting](#))

STAFF RESPONSE

Mayor Otriz thanked Mr. Rivera for his public comment and shared that an item on tonight's agenda will continue addressing the needs in terms of services for the transient community. Mayor Ortiz also requested Police Chief Lozano deploy the SRMET team to provide additional support in response to bus shelters being utilized as temporary shelter by the transient community.

Police Chief Lozano provided an update to Council regarding the bus shelter topic. He shared that the SRMET team has engaged with the individual, and is in the process of providing services to assist the individual and alleviate the need to use the bus stop as a shelter. He also acknowledged that the bus shelter issues are becoming more notable and is actively shifting resources to address the problem.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [12-07-21 Regular City Council Meeting](#).)

CLOSED SESSION

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

City Attorney Araceli Almazan 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) – 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

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

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan announced the minutes should reflect that with all five members of the City Council present, two (2) items listed on the close session agenda were discussed. On item one (1) and two (2), Council was briefed, direction was provided, but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

Prior to taking roll call of the vote on the motion on the floor, Mayor Ortiz requested the typos on minutes be addressed by the City Clerk's office. The City Clerk noted the typos shared by Mayor Ortiz and will amend the minutes prior to posting.

MOTION: Councilmember Sanabria moved to approve the consent calendar, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

2. CITY COUNCIL MEETING MINTUES

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

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

FINANCE

3. CHECK REGISTERS

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

Prior to starting item four (4) Vice Mayor Martinez recused himself.

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

MOTION: Mayor Ortiz moved to approve acceptance of work performed by Stephen Doreck Equipment Rentals for the construction of CIP 2019-07 Water Main Replacement Project FY 2019-20; 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 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, seconded by Councilmember Sanabria. 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 4 on the agenda.

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

MOTION: Councilmember Sanabria moved to Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); approve CIP 2020-01 SB1 Street Enhancement Project 100% completion of plans, specifications and engineer's estimate (PS&E); and authorize staff to proceed with bid advertisement for construction, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria moved to reject all proposals submitted for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014); and authorize the Public Works Department to re-advertise the Request for Proposal, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Avila moved to authorize staff to submit the Southern California Edison Charge Ready Program Funding request application for electrical vehicle charging stations; and authorize the City Manager to sign all applicable documents, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

COMMUNITY DEVELOPMENT

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

MOTION: Councilmember Sanabria moved Authorize filming at the City of Huntington Park Courthouse Building; and authorize the City Manager to prepare and execute an agreement with Picrow Streaming Inc, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria moved to 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; authorize the City Manager to execute the PSA, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria moved to 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, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria moved to 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; authorize the City

Manager to execute the PSA, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria moved to 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, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria moved to authorize a one (1) year extension for professional engineering and building and safety services with Infrastructure Engineers Inc.; and authorize the City Manager to execute the extension agreement, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria moved to authorize a Request for Proposal (RFP) process for the purpose of initiating a solid waste and recycling franchise agreement from qualified waste haulers, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

PARKS AND RECREATION

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

MOTION: Councilmember Sanabria moved to 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 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, Vice Mayor Martinez, and Mayor Ortiz

NOES: None

HUMAN RESOURCES

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

MOTION: Councilmember Sanabria moved to approve the Side Letter Agreement between the City of Huntington Park and the Huntington Park Police Management Association (HPPMA); and 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 authorize the City Manager to execute the agreement once the parties have memorialized their understanding of the Side Letter Agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

CITY MANAGER

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

MOTION: Councilmember Sanabria moved to approve the Fourth Amendment to Prime Strategies LLC Professional Services' Agreement; and authorize the City

Manager to execute the Fourth Amendment to the Professional Services Agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria move to 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, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria moved to 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 receive and file this information provided by the Huntington Park Police Department regarding Immigration and Customs Enforcement agency access to individuals in 2020, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

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

MOTION: Councilmember Sanabria moved to 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; and 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 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 authorize the Chief of Police to execute the work and objectives outlined in the agreement, 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 REGULAR AGENDA

DEPARTMENTAL REPORTS

Communications Director Sergio Infanzon shared that the City will hold its first time home buyer workshop on December 9, 2021 at 5:30 p.m. at Salt Lake Park.

City Clerk Sarmiento provided an update on June 7, 2022 Vote Centers.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Council Member Manuel Avila shared that the Univision event was very productive, well attended, and good feedback was shared. He then wished everyone a good night.

Council Member Marilyn Sanabria thanked staff for all their efforts and wished everyone a good night.

Council Member Karina Macias also thanked staff and reminded local seniors about the senior food pantry at Salt Lake Park on Thursday December 16, 2021. She concluded her comments by echoing the sentiments of Councilmember Avila regarding the Univision event.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for all their efforts and wished everyone a good night.

Mayor Ortiz reminded the community about the Holiday Parade. She then requested staff look into the request for a crossing guard at Nimitz Middle School on Carmelita and 60th Street. She closed by wishing everyone a good night.

ADJOURNMENT

Mayor Ortiz adjourned the meeting at 8:00 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday, December 21, 2021 at 6:00 pm

Respectfully submitted,

Eduardo Sarmiento
City Clerk

ITEM NO. 2

City of Huntington Park
List of Funds

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

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T			SALT LAKE CAMERAS PHONE SRVC	157.85
	11/22-1/21-21	111-6010-419-53-10	COMMUNITY CENTER PHONE SRVC	104.51
	11/21-1/20-21	111-9010-419-53-10	PW YARD PHONE SRVC	105.23
	11/23-1/22-21	111-9010-419-53-10	SALT LAKE PARK PHONE SRVC	69.55
	12/1-12/31-21	111-9010-419-53-10	RAUL PEREZ PARK PHONE SRVC	58.85
	12/28-1/27/22	111-9010-419-53-10	FREEOM PARK PHONE SRVC	58.85
				\$524.84
AT&T MOBILITY	11252021	111-7010-421-53-10	PD WIRELESS PHONES	3,897.52
BENEFIT ADMINISTRATION CORPORATION	6030387-IN	111-2030-413-56-41	FLEX ADMIN FEES-OCT 2021	\$3,897.52
BIRIZUELA'S IRON WORK	0864	535-8090-452-43-20	REPAIR & WELDING FOR PARK	50.00
				\$50.00
CENTRAL FORD	381517	219-8085-431-43-21	PARTS FOR BUS #004	\$1,585.00
	381560	219-8085-431-43-21	PARTS FOR BUS #004	378.38
	381611	219-8085-431-43-21	PARTS FOR BUS #004	1,228.42
	381624	219-8085-431-43-21	PARTS FOR BUS #004	113.12
	381702	219-8085-431-43-21	PARTS FOR BUS #004	214.53
	381443	741-8060-431-43-20	PARTS FOR BUS #004	182.22
	382155	741-8060-431-43-20	PARTS FOR UNIT #345	8.95
	C80785	741-8060-431-43-20	PARTS FPR PD UNIT #913	113.22
			PD UNITS SWITCH #913	160.00
				\$2,398.84
CHAMPION CJD	646709	741-8060-431-43-20	PART FOR POLICE UNIT #957	51.66
	647262	741-8060-431-43-20	PARTS POLICE UNIT 974	41.76
	647265	741-8060-431-43-20	SOLENOID-PROP POLICE U957	67.63
				\$161.05
CHARTER COMMUNICATIONS	0514415113021	111-7010-421-53-10	PD INTERNET 11/30/21-12/29/21	654.85
	106964801100121	111-7010-421-53-10	IC SYSTEM 12/1/21-12/31/21	709.68
	106964801120121	111-7010-421-53-10	IC SYSTEM 10/1/21-10/31/21	702.34
				\$2,066.87
CINTAS CORPORATION NO 3	4101703205	741-8060-431-56-41	DRY CLEAN 11/15-11/22/21	344.57
	4102518724	741-8060-431-56-41	DRY CLEAN 11/12/22/21	359.62
				\$704.19
CODE 5 GROUP LLC	3300	111-7030-421-56-41	ANNUAL RENEW. ELECT. TRACK	1,200.00
				\$1,200.00
COLDWATER PROTECTION SERVICES, INC	1213-6550-21-00	111-6010-483-55-35	PARADE SECURITY	8,736.00
				\$8,736.00
CONCENTRA MEDICAL CENTERS	72688305	111-2030-413-56-41	PRE-EMPLOYMENT PHYSICAL	1,398.50
	73311660	111-2030-413-56-41	PRE-EMPLOYMENT PHYSICAL	1,169.00
	73393116	111-2030-413-56-41	PRE-EMPLOYMENT PHYSICAL	652.00
	73533381	111-2030-413-56-41	PRE-EMPLOYMENT PHYSICAL	640.00
				\$3,859.50

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			BILL PER: 10/2021	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-FW-211108028	221-8014-429.56-41		\$293.13
COUNTY OF LOS ANGELES PUBLIC HEALTH				
IN1058533	681-8030-461.56-41	BACKFLOW ASSEM. FISCAL 22		37.00
IN1062786	681-8030-461.56-41	BACKFLOW ASSEM. FISCAL 22		74.00
IN1063032	681-8030-461.56-41	BACKFLOW ASSEM. FISCAL 22		666.00
IN1064208	681-8030-461.56-41	BACKFLOW ASSEM. FISCAL 22		37.00
IN1064246	681-8030-461.56-41	BACKFLOW ASSEM. FISCAL 22		222.00
IN1064585	681-8030-461.56-41	BACKFLOW ASSEM. FISCAL 22		37.00
IN1064586	681-8030-461.56-41	BACKFLOW ASSEM. FISCAL 22		74.00
IN1065678	681-8030-461.56-41	BACKFLOW ASSEM. FISCAL 22		37.00
DAPEER, ROSENBLIT & LITVAK				\$1,184.00
DAVID CEJA	19061	111-0220-411.32-70	SPECIALIZED LEGAL SERVICE	4,097.70
DAVID CEJA	12062021	111-7010-421.59-20	TRAINING REIMBURSEMENT	\$4,097.70
EL GRANERO GRILL, INC.				\$17.36
11012021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		1,000.00
11032021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		1,000.00
11102021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		1,000.00
11122021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		1,000.00
11172021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		990.00
11192021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		990.00
11222021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		980.00
11282021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		980.00
12/3/2021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		970.00
12/5/2021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		970.00
12/8/2021	239-0280-490.51-03	PYMT. CDBG-CV SENIOR MEAL		960.00
EXPRESS TRANSPORTATION SERVICES LLC				\$10,840.00
HPE12012021	111-0000-362.20-15	PROPERTY LEASE		-2,000.00
HPE12012021	111-0000-362.20-15	VEHICLE LEASE		-500.00
HPE12012021	219-0000-340.30-00	FARE BOX COLLECTION		-2,108.00
HPE12012021	219-8085-431.56-43	HP EXPRESS NOV. 2021		33,636.30
DAR12012021	219-8085-431.56-45	HP DIAL-A-RIDE 12/2021		66,583.33
HPE12012021	220-8085-431.56-43	FIX ROUTE TRANSIT 11/2021		33,636.30
HPE12012021	222-8010-431.56-43	FIX ROUTE TRANSIT 11/2021		33,636.30
FEDEX	7-585-63548	111-1010-411.61-20	PRIORITY FREIGHT	\$162,884.23
FORENSIC NURSE SPECIALISTS, INC.	4947	111-7030-421.56-16	SART EXAM	60.15
FREDDY RAMIREZ	11052021	111-7010-421.59-20	TRAINING REIMBURSEMENT	\$60.15
GEORGE CHEVROLET	96680	741-8060-431.43-20	PARTS FOR PD UNITS #184	1,000.00
	96945	741-8060-431.43-20	PARTS FOR PD UNITS #184	\$1,000.00
	99271	741-8060-431.43-20	PARTS FOR PD UNITS #275	47.34
				38.52

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GEORGE CHEVROLET	99620CVW	741-8060-431-43-20	PARTS PD UNIT 186	156.12
	99654	741-8060-431-43-20	PARTS FOR PD UNITS #186	117.15
				\$567.52
GLORIA'S RESTAURANT, INC.	10132021	239-0280-490.51-03	PAYMENT FOR CDBG-CV	1,940.00
	10202021	239-0280-490.51-03	PAYMENT FOR CDBG-CV	1,940.00
	10272021	239-0280-490.51-03	PAYMENT FOR CDBG-CV	1,970.00
				\$5,850.00
GOLD COAST K9	HPPD-03	111-7010-421.59-15	MAINT. TRAINING - K9	250.00
	HPPD-05	111-7010-421.59-15	MAINT. TRAINING - K9	250.00
	HPPD-06	111-7010-421.59-15	MAINT. TRAINING - K9	250.00
	HPPD-09	111-7010-421.59-15	MAINT. TRAINING - K9	250.00
				\$1,000.00
H.P. TEST ONLY	021442	741-8060-431-43-20	PARTS PD UNIT 194	35.00
	021486	741-8060-431-43-20	SMOG CHECK UNIT #279	35.00
	022017	741-8060-431-43-20	SMOG CHECK UNIT 957	35.00
	022020	741-8060-431-43-20	PARTS PD UNIT 277	35.00
	022025	741-8060-431-43-20	PARTS PD UNIT 184	35.00
	022026	741-8060-431-43-20	PARTS PD UNIT 182	35.00
	21991	741-8060-431-43-20	SMOG CHECK UNIT #972	35.00
	21993	741-8060-431-43-20	SMOG CHECK UNIT #965	35.00
				\$280.00
HASA, INC.	788783	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	306.34
	788784	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	183.81
	788785	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	204.23
				\$694.38
HASSAN SALEH	11102021	111-7010-421.59-20	TRAINING REIMBURSEMENT	18.14
				\$18.14
HENRY ANDRADE	12062021	111-7010-421.59-20	TRAINING REIMBURSEMENT	17.36
				\$17.36
HOME DEPOT - PUBLIC WORKS	1901668	111-6020-482.61-35	HALLOWEEN SUPPLIES	94.31
	2552153	111-6020-482.61-35	HALLOWEEN SUPPLIES	397.68
	3370167	111-6020-482.61-35	HALLOWEEN SUPPLIES	1,574.86
	3370168	111-6020-482.61-35	HALLOWEEN SUPPLIES	258.56
	9840720	111-6020-482.61-35	HALLOWEEN SUPPLIES	35.08
	2094079	111-7040-421.61-32	PAINT SUPPLIES	30.73
	360066	111-8010-431.61-20	ELECTRICAL SUPPLIES	889.52
	5380026	111-8010-431.61-20	ELECTRICAL SUPPLIES	267.40
	8064403	111-8010-431.61-20	TARPING MATERIALS	386.94
	9360901	111-8010-431.61-20	STREET SUPPLIES	379.27
	7370156	111-8020-431.43-10	SUPPLIES	1,794.67
	4740251	111-8024-421.43-10	GRAFFITI SUPPLIES	41.85
	520056	111-8024-421.43-10	ROOFING MATERIALS	974.51
	7360029	111-8024-421.43-10	PAINT SUPPLIES	108.95
	8370115	111-8024-421.43-10	CHARGING STATION SUPPLIES	294.89

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HOME DEPOT - PUBLIC WORKS	9260895	111-8024-421.43-10	PAINT SUPPLIES	708.64
	9532973	111-8024-421.43-10	TARP SUPPLIES	400.35
	3531170	111-8095-431.61-50	GRAFFITI SUPPLIES	43.90
	60091	221-8012-429.61-20	PAINT SUPPLIES	331.58
IDENTITY AUTOMATION, LP	INV-05503	111-7010-421.56-41	2FA MAINT. & SUPPORT RENEW	\$8,983.69
IMPACT TIRE SERVICE	3642	219-8085-431.43-21	FLAT TIRE & MOUNT UNIT 006	1,451.80
	3609	741-8060-431.43-20	FLAT TIRE & MOUNT UNIT 346	\$1,451.80
	3628	741-8060-431.43-20	FLAT TIRE & MOUNT UNIT 279	35.00
INFRASTRUCTURE ENGINEERS	26010	111-5010-419.56-49	BUILD & SAFE. SVCS 5/2021	\$95.00
	26152	111-5010-419.56-49	ANALYSIS CAR WASH	2,948.52
	26272	111-5010-419.56-49	PLANNING SERVICES	5,689.00
	26282	111-5010-419.56-49	TRAFFIC IMPACT ANALYSIS	23,995.00
	26313	111-5010-419.56-49	BUILDING & SAFETY SERVICE	1,368.00
	26331	111-5010-419.56-49	ENGINEERING SVCE 9/2021	42,251.00
	26356	111-5010-419.56-49	BUILD & SAFETY SERVICES	2,464.00
	26368	111-5010-419.56-49	PLANNING SERVICES	37,906.00
	26384	111-5010-419.56-49	ENGINE. SVCE 9/13-11/26	15,270.00
	26385	111-5010-419.56-49	PLAN CHECK CONS. SVCS	8,056.20
				7,363.90
ITRON, INC.	555599	681-3022-415.56-41	METER READING HANDHELD	\$147,311.62
	5553785	681-3022-415.56-41	METER READING HANDHELD	711.72
	564608	681-3022-415.56-41	METER READING HANDHELD	480.00
	572936	681-3022-415.56-41	METER READING HANDHELD	711.72
	581560	681-3022-415.56-41	METER READING HANDHELD	747.31
	590207	681-3022-415.56-41	METER READING HANDHELD	747.31
	590253	681-3022-415.56-41	METER READING HANDHELD	747.31
	598411	681-3022-415.56-41	METER READING HANDHELD	504.00
				747.29
J316 BUILDER	514	111-7024-421.56-41	JANITORIAL SUPPLIES	\$5,396.66
	514-2	111-7024-421.56-41	JANITORIAL SRVCS-OCT 2021	698.45
	515-1	111-7024-421.56-41	JANITORIAL SRVCS-NOV 2021	3,700.84
	515-2	111-7024-421.56-41	JANITORIAL SUPPLIES NOV21	3,700.84
	514	111-8020-431.56-41	JANITORIAL SUPPLIES	698.45
	514-2	111-8020-431.56-41	JANITORIAL SRVCS-OCT 2021	419.07
	515-1	111-8020-431.56-41	JANITORIAL SRVCS-NOV 2021	1,440.58
	515-2	111-8020-431.56-41	JANITORIAL SUPPLIES NOV21	1,440.58
	514	111-8022-419.56-41	JANITORIAL SUPPLIES	419.07
	514-2	111-8022-419.56-41	JANITORIAL SRVCS-OCT 2021	931.27
	515-1	111-8022-419.56-41	JANITORIAL SRVCS-NOV 2021	4,305.23
	515-2	111-8022-419.56-41	JANITORIAL SUPPLIES NOV21	4,305.23
	514	111-8023-451.56-41	JANITORIAL SUPPLIES	931.27
				2,607.54

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J316 BUILDER	514-2	111-8023-451.56-41	JANITORIAL SRVCS-OCT 2021	11,472.56
	515-1	111-8023-451.56-41	JANITORIAL SRVCS-NOV 2021	11,472.56
	515-2	111-8023-451.56-41	JANITORIAL SUPPLIES NOV21	2,607.54
				\$51,151.08
JCL TRAFFIC	112233	111-8012-429.61-20	HARDWARE SIGN INSTALL.	943.18
JDS TANK TESTING & REPAIR INC	16738	741-8060-431.43-20	DESIGNATED OPER. NOV.2021	\$943.18
JERRY'S AUTO BODY, INC.	32378	741-8060-431.43-20	REPAIRS FOR UNIT# 275	\$135.00
JESUS GUTIERREZ	11192021	111-701-421.59-15	TRAINING REIMBURSEMENT	\$1,370.16
	12042021	111-701-421.59-20	TRAINING REIMBURSEMENT	961.96
				17.36
JOEL GORDILLO	JG202111	111-1010-411.56-41	TECH. SERVICE NOV. 2021	\$979.32
JULIO MORENO	11292021	111-701-421.59-15	TRAINING REIMBURSEMENT	\$1,650.00
	11102021	111-701-421.59-20	TRAINING REIMBURSEMENT	209.21
KAJIWARA COMMUNICATIONS	HP0009	111-9010-419.56-41	ADMIN. CONSULT. 11/2021	\$1,650.00
				18.14
KONICA MINOLTA BUSINESS SOLUTIONS	274316452	111-6010-451.56-41	COPIER LEASE	\$8,677.50
	274860012	111-6010-451.56-41	COPIER LEASE	241.40
	27540694	111-6010-451.56-41	COPIER LEASE	241.40
	275981437	111-6010-451.56-41	COPIER LEASE	241.40
	276534414	111-6010-451.56-41	COPIER LEASE 11-15/12-14	241.40
				\$1,207.00
LB JOHNSON HARDWARE CO.	117939	741-8060-431.43-20	METAL PLATES FOR SHOP	28.46
LC ACTION POLICE SUPPLY	432780	227-7117-421.74-10	PD RIFLE ACCESSORIES	\$28.46
LINDE GAS & EQUIPMENT INC.	67088421	535-8016-431.61-45	WELDING WIRE METAL POLES	\$136.34
MAGNOLIA STREET PRODUCTIONS, INC	2018-2194	111-6010-466.55-35	HOLIDAY PARADE PRODUCTION	\$136.34
MANAGED HEALTH NETWORK	PRM-063605	111-0000-217.50-60	EAP BILLING SEPT 2021	89.28
MARIO BOJORQUEZ	12062021	111-7010-421.59-20	TRAINING REIMBURSEMENT	\$98.28
MINAGAR & ASSOCIATES, INC	889	222-8010-431.56-41	ENGINEERING SVCE 9/13-11/26	\$13,273.60
NEW CHEF FASHION INC.	1016385	111-7022-421.61-24	EMPLOYEE UNIFORM	\$17,364.00
	1016647	111-7022-421.61-24	EMPLOYEE UNIFORM	99.20
	1019193	111-7022-421.61-24	EMPLOYEE UNIFORM	99.20
				49.60
				\$248.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NICOLAS DE LA O	11302021	111-701-421.59-15	TRAINING REIMBURSEMENT	11.20
	11152021	111-701-421.59-20	TRAINING REIMBURSEMENT	86.80
	12062021	111-701-421.59-20	TRAINING REIMBURSEMENT	17.36
NORTH STAR LAND CARE	1601-211	535-8090-452.56-60	LANDSCAPE SEPT. 2021	\$115.36
	1601-231	535-8090-452.56-60	LANDSCAPE NOV. 2021	23,067.75
				23,057.75
O'REILLY AUTO PARTS	2959-478227	219-8085-431.43-21	PARTS FOR SHUTTLES	\$46,115.50
	5655-275833	219-8085-431.43-21	BRAKES ROTORS BUS #004	325.24
	5655-277123	219-8085-431.43-21	PARTS FOR SHUTTLES	266.41
	5655-277308	219-8085-431.43-21	PARTS FOR SHUTTLES	2,791.96
	2959-473363	741-8060-431.43-20	SHOP SUPPL. & PARTS	198.23
	2959-473700	741-8060-431.43-20	SHOP SUPPL. & PARTS	92.60
	2959-473701	741-8060-431.43-20	SHOP SUPPL. & PARTS	35.02
	2959-477976	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	4.80
	2959-478264	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	1,019.80
	2959-479053	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	476.70
	5655-275658	741-8060-431.43-20	SUPPL. & PARTS UNIT #277	32.84
	5655-275991	741-8060-431.43-20	SHOP SUPPL. & PARTS	3.79
	5655-276054	741-8060-431.43-20	SHOP SUPPL. & PARTS	286.54
	5655-276321	741-8060-431.43-20	SUPPL. & PARTS UNIT #186	31.42
	5655-276467	741-8060-431.43-20	MAGNTC DISCS	156.64
	5655-276481	741-8060-431.43-20	FILTER & BRAKE OIL	13.21
	5655-276556	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	132.97
	5655-276558	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	21.81
	5655-276561	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	319.61
	5655-277000	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	6,533.40
	5655-277024	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	273.40
	5655-277053	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	59.31
	5655-277208	741-8060-431.43-20	PARTS FOR MULTIPLE UNITS	321.81
				77.15
OK PRINTING DESIGN & DIGITAL PRINT	2296	111-7030-421.61-20	BUSINESS CARDS AND STAMPS	\$13,474.66
	2286	111-8010-431.61-20	1500 'NO PARKING' SIGNS	163.36
OLIVAREZ MADRUGA, LLP				1,600.00
OTC BRANDS, INC	16112	745-9031-413.32-70	AFTERSCHOOL CARE PACK.	\$1,763.36
PAGEANTRY PARADES	712701475-01	239-6060-490.61-60		3,094.40
PSYCHOLOGICAL CONSULTING ASSOC, INC	HP19000001	111-6010-466.56-35	HOLIDAY PARADE	\$3,094.40
	HP19000002	111-6010-466.55-35	HOLIDAY PARADE	1,719.47
	525416	111-7010-421.56-41	PRE-EMPLOYMENT EVAL	\$1,719.47
				16,000.00
				11,650.00
				\$27,650.00
				400.00
				\$400.00

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RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0040420 BCTC0040421	111-7010-421.59-20 111-7010-421.59-20	OFFICER TRAINING 01/03/21 OFFICER TRAINING 01/03/21	253.00 253.00
ROGERS POULTRY CO	223195 223194A	111-6010-466.55-55 111-6010-466.55-55	TURKEY DISTRB. EVENT TURKEY PURCHASE	\$506.00 \$18,125.97
SMART & FINAL	3192200033801	111-7010-421.61-20	MEETING/EVENT SUPPLIES	\$125.70
SOUTHERN CALIFORNIA EDISON	8001680682 700116911821 700350430934 700350430934 8001706645 8001226121 700350430934 700544129426	111-8020-431.62-10 111-8022-419.62-10 111-8022-419.62-10 111-8023-451.62-10 221-8014-429.62-10 535-8016-431.62-10 681-8030-461.62-20 681-8030-461.62-20	6900 BISSELL 10/18/21-11/16/21 COURT HOUSE 10/6/21-11/3/21 VARIOUS 10/1/21-10/31/21 VARIOUS 10/1/21-10/31/21 55 ST/PACIFIC 10/6/21-11/3/21 3220 OLIVE STREET 10/26/21-11/23/21 VARIOUS 10/1/21-10/31/21 BEAR/FLORENCE 10/18/21-11/16/21	\$125.70 1,371.64 1,598.75 1,441.37 4,049.53 76.38 46.59 18,478.54 4,924.68
STAPLES ADVANTAGE	8064106809 8064106809 8064407757 8064106809 8064407757 8064407757 8064106809 8064106809 8064407757	111-1010-411.61-20 111-2030-413.61-20 111-3010-415.61-20 111-6010-451.61-20 111-7010-421.61-20 111-7022-421.61-27 111-7040-421.61-31 111-7040-421.61-32 111-7040-421.61-32	OFFICE SUPPLIES-CITY WIDE OFFICE SUPPLIES-CITY WIDE	\$31,987.48 66.29 424.28 111.46 175.80 55.10 988.08 125.93 332.63 35.27
STEPHEN DORECK EQUIPMENT RENTALS	2020-16-09	681-8030-461.76-14	WATER MAIN REPLACEMENT	\$2,314.84
STETSON ENGINEERS INC.	274005010	681-8030-461.56-41	PROFESSIONAL SVCS 10/20/21	\$78,591.13 3,915.50
T-MOBILE USA	975955170 975955170 975955170	111-8010-431.53-10 111-8095-431.53-10 681-8030-461.53-10	PW PHONE SRVC PW PHONE SRVC PW PHONE SRVC	\$3,915.50 2,059.03 325.47 187.05
THORSON MOTOR CENTER	425401 425614 425706 426486 426569 426879	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	PARTS FOR PD UNITS PARTS FOR PD UNITS PARTS FOR PD UNITS PARTS FOR PD UNITS PARTS FOR PD UNITS	\$2,571.55 448.85 81.40 108.74 148.05 162.32 81.51
THREE GS PLUMBING	22323	111-8020-431.43-10	PW SEWER STOPPAGE	\$1,030.87 625.00

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

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. ARMOR CORPORATION	35411	111-7022-421.61-24	PD BULLET PROOF VESTS.	\$697.26
UNDERGROUND SERVICE ALERT OF SO CAL	1120210126 DSB20205819	221-8014-429.56-41 221-8014-429.56-41	CHP01 NEW TICKET CHARGES CA STATE FEE REG. COSTS	\$697.26 260.80 104.51
VELADA CONSULTING LLC	33	111-02104-13.56-41	CONSULTING SVCS 10/21-11/20	\$365.31 7,500.00
WALTERS WHOLESALE ELECTRIC COMPANY	S119265096.001 S119265096.001	535-8016-431.61-45 535-8090-452.61-20	WIRE & ELECT. SUPPLIES WIRE & ELECT. SUPPLIES	\$7,500.00 3,889.62 8,000.00
WATER REPLENISHMENT DISTRICT OF	113021	681-8030-461.41-00	GROUNDWATER PROD. 10/20/2021	\$11,889.62 108,724.30
WEST & ASSOCIATES ENGINEERING, INC	1008162'106B 1008162'16A	111-8031-433.76-17 111-8031-433.76-17	MNGT. NPDES NOV 2021 CATCH BASIN INSPECTION	\$108,724.30 4,000.00 9,600.00
WEST GOVERNMENT SERVICES	845454749 845542072	111-7030-421.56-41 111-7030-421.56-41	INFORMATION RETRIEVAL SRVCS INFORMATION RETRIEVAL SRVCS	\$13,600.00 742.61 71.59
WEX BANK	76540154	741-80660-431.62-30	FUEL PURCH. DEPT VEHICLE	\$814.20 723.73
YADEGARI FAMILY TRUST	24491-25742	681-0000-228.70-00	WATER DEPOSIT REFUND	\$723.73 486.77 \$486.77
				\$933,318.40

ITEM NO. 3



CITY OF HUNTINGTON PARK

Communications and Community Relations Department
City Council Agenda Report

December 21, 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 WEB PORTAL AND DIGITAL OUTREACH SERVICES.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a three (3) year professional service agreement (PSA) with an option of three, one-year renewal options to provide Web Portal and Digital Outreach Services to the sole responsive and responsible proposer, CampaignRep Inc. for a not-to-exceed amount of \$100,000 annually;
2. Authorize the City Manager to negotiate and execute the PSA.

BACKGROUND

The COVID pandemic has resulted in the increased need for social distancing and the transition of traditionally in-person City services and conduct of business to an online or virtual format. As the City's information technology needs continue to grow, the City's must expand its online services and develop new applications and information sources to provide for the public's needs while ensuring that the public and City personnel are protected.

City staff issued a request for qualifications (RFQ) from qualified and experienced information technology professionals to manage the City's Web Portal and maintain and augment the City's available online information and services on December 6, 2021. City Clerk's Office published the Request for Proposal (RFP) in the local newspaper of general circulation and Communications and Community Relations posted the RFP on the City's website. 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 16, 2021. The City received one proposal.

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO PROVIDE WEB PORTAL AND DIGITAL OUTREACH SERVICES.**

December 21, 2021

Page 2 of 2

Staff reviewed CampaignRep's 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 CampaignRep Inc.

FISCAL IMPACT

The City will receive funding as part of the Federal American Rescue Plan, and the consultant time will be directly billable from the funds that will be received by the City. In addition, two budgeted positions have been approved by the City Council on the Fiscal Year 2021-2022 for a Director of Communications, and an Administrative Specialist that will assume the day to day oversite of the services provided by the consultant.

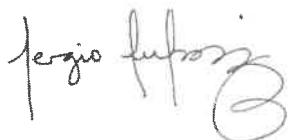
CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Communications and Community Relations Director

ATTACHMENT(S):

- A. Draft Professional Services Agreement for CampaignRep Inc.
- B. CampaignRep Inc's proposal

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 21th day of December 2021 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and CampaignRep, Inc. (Hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, 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 21, 2021** to **December 21, 2024**. 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 **\$100,00.00** annually (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 or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

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

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

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

5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement

pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONTRACTOR:

CampaignRep Inc.
200 S Juanita Ave #4-306
Los Angeles, CA 90004
Attn: Chris Garcia

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, limit, 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:

CAMPAIGNREP, INC.:

By: Ricardo Reyes
City Manager

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

CAMPAIGNREP, INC.

ATTACHMENT "B"

REFERENCE NUMBER: 2021-1218



HUNTINGTON PARK

**HUNTINGTON PARK
WEB PORTAL AND
DIGITAL OUTREACH SERVICES**

Date: December 14, 2021

Prepared for: City of Huntington Park

Prepared by: CampaignRep Inc

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December 14, 2021

City of Huntington Park
Attn: Sergio Infanzon

Office of City Clerk
6550 Miles Avenue
Huntington Park, CA 90637
RE: Request for Qualifications

Dear Mr. Sergio Infanzon,

CampaignRep Inc. is pleased to present this Statement of Qualifications (SOQ) for the City of Huntington Park for services related to development and implementation of online digital services that will enhance the city's day-to-day operations for staff and community stakeholders. During these challenging times to municipalities brought on by the COVID-19 pandemic, city leaders must implement the proper digital tools that address the immediate needs of citizens and businesses who have suffered extraordinary economic losses. With the assistance of CampaignRep, The City of Huntington Park will increase its digital presence to provide the level of information and support needed in this crucial digital age.

The following SOQ outlines the experience, expertise and qualifications, merit of the technical functions, capabilities and user experience of our proposed solution, our understanding of the requested scope and our project approach, as well as system maintenance services, our cost exhibits for reference and plans for inclusivity. Lastly, there is a section dedicated to our company's financial capacity as requested in the SOQ.

Below is the primary contact for CampaignRep. Chris Garcia is authorized to represent and negotiate on behalf of the firm with the City of Huntington Park for any project related to the development and ongoing maintenance of the Municipal Web Portal and all Custom Web Application buildouts.

continued...



Chris Garcia
200 S Juanita Ave #4-306
Los Angeles, CA 90004
chris@campaignrep.com
C: 323-537-6254

On behalf of CampaignRep, thank you for the opportunity to submit this proposal and for your time to review. We look forward to your response and the opportunity to showcase our service capabilities. If there are any questions related to this proposal, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Garcia'.

Chris Garcia
CEO / Tech Lead, CampaignRep Inc.

Executive Summary

CampaignRep Inc, is pleased to present this outline of our service offering to support the City of Huntington Park's desire to build the development of a custom Constituent Management System (CRM).

Considering the unprecedented health crisis that has brought hardship and uncertainty to the people of this country, The City of Huntington Park must take dramatic steps to maintain the delivery of regular services efficiently and safely. Under these most challenging of circumstances, city leaders must enact proactive programs that address the immediate needs of citizens and businesses who have suffered extraordinary economic losses.

With the assistance of CampaignRep, The City of Huntington Park will increase its digital applications to automate and provide the level of information that will aid constituents in the post-pandemic world. Our solution-based approach will not only address the City of Huntington Parks current needs but also builds a flexible and sound foundation to solve future real time communication needs beyond the current scope.

Our strategic approach will provide custom-built solutions that will be built on-top of our proprietary software and provide city leaders and staff with crucial data tools needed to make data-driven decisions.

The critical nature of a timely Municipal Web Portal for a city with great community needs will drive CampaignRep's approach to maximize efficiency and effectiveness of the platform, providing city management with realistic milestones to deliver on time and on budget project completions. CampaignRep, will be charged to execute all software solutions required to successfully deliver the requested scope of work.

The below paragraphs highlight CampaignRep's abilities to achieve the tasks and ultimately deliver a best-in-class online Web-Portal Platform that is equipped with the latest digital communication tools, enterprise Event-Management Platform, online digital payment integrations and online customer service experience.

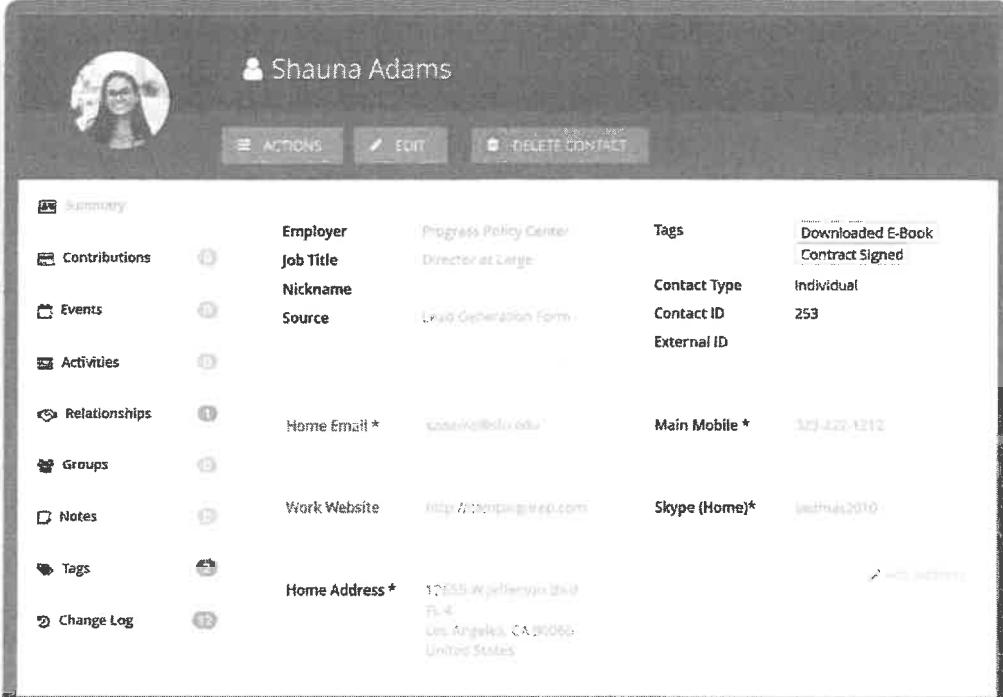
RFQ Approach - Web Portal

Content Management System (CMS)

Our enterprise content management system provides an intuitive way for staff to add, edit and delete new content to their website with ease. The content processor allows for customizable content designs and media integrations to create pages that can truly stand out and provide clear and concise messaging for front-end readers.

Customer Relationship Management System (CRM)

Our comprehensive contact management system provides detailed records for constituents, staff, businesses, and other stakeholders that the city engages with. Our CRM allows organizations to automatically store all data for each contact in one place, creating a unified, holistic record for each constituent.



The screenshot shows a CRM interface for a contact named Shauna Adams. At the top, there is a profile picture of a woman with glasses, the name 'Shauna Adams', and three buttons: 'ACTIONS', 'EDIT', and 'DELETE CONTACT'. Below this is a summary section with a 'Summary' button and a list of other sections: 'Contributions', 'Events', 'Activities', 'Relationships', 'Groups', 'Notes', 'Tags', and 'Change Log'. The 'Summary' section displays the following data:

Employer	Progress Policy Center	Tags	Downloaded E-Book
Job Title	Director at Large	Contact Type	Contract Signed
Nickname	Downloaded Form	Contact ID	Individual
Source		External ID	253
Home Email *	sdavis@edusk.edu	Main Mobile *	310-422-1212
Work Website	http://www.edusk.edu	Skype (Home)*	sdavis2010
Home Address *	1235 W Jefferson Blvd Blk 4 Los Angeles, CA 90066 United States		

RFQ Approach - Web Portal

Event Management System

Our Event Management platform provides a full set of tools for running city events and recording a constituent's attendance that links back to their activity record in the CRM system. An intuitive interface allows staff to establish an event's date, time, registration period, capacity, and fees as well as confirmation and reception messages. The event system will also include a custom-tailored event "Check-In" application that will streamline the check-in process saving the city time and money in the long run.

Digital Communications Platform (Email / SMS)

Easily reach your community stakeholders through our enterprise Digital Outreach and data communication tools. Quickly send customizable text messages and/or email blasts to provide the latest information and updates to your community base. Advanced data reporting tracks delivery statistics and overall engagement that directly link back into the CRM system.

Data Dashboards and Reporting

The Data Dashboard provides a quick snapshot of the important key data points and metrics important to the city. These reports help leaders of the organizations make data-driven decisions that will help advance their overall mission.

SECTION 1 / BACKGROUND**ADD-ON APPLICATIONS (ATTACHMENTS ON WEBPORTAL FRAMEWORK)**

COMPONENT	WEB APPLICATION (ONLINE TOOLBOX)	TYPE
# 1	Virtual City Assistance (Live Chat) <ul style="list-style-type: none"> - Digital Support for Online Services - Reduce Calls to City Hall - Provide Basic Information and Intake 	Required
# 2	Homeless Outreach and Tracking Application <p>Analyze the harsh effect of the COVID-19 pandemic on current homeless and potential homeless population</p>	<i>Optional</i>
# 3	Online Scheduling System <ul style="list-style-type: none"> - Automated scheduling software for you and your team - Hold different types of meetings depending on department - Connect to universal calendars such as Google and Outlook 	<i>Optional</i>
# 4	COVID Locator Resources <ul style="list-style-type: none"> - GPS Positioning for nearest testing facility 	<i>Optional</i>
# 5	City Registration & Check-In System <ul style="list-style-type: none"> - Comprehensive Digital check-in system tools for staff - Track, manage and control events digitally - Make fast, accurate data-driven decisions 	<i>Optional</i>
# 6	Virtual Town Hall / Digital Public Comment Forms <ul style="list-style-type: none"> - True virtual public participation and engagement - Integrate YouTube Live Feed with Virtual City Hall platform 	<i>Optional</i>
# 7	Digital Snack Bar / Online Store <ul style="list-style-type: none"> - E-Commerce Integration - Point of Sale of goods without leaving current location - Revenue Generator for the City and local nonprofits 	<i>Optional</i>
# 8	Rental Assistance Program <ul style="list-style-type: none"> - Online Application with Custom Data Points - Data analysis and reporting for staff 	<i>Optional</i>

About Us

COMPANY OVERVIEW

For the past 8 years, CampaignRep has been providing clients professional, high quality and cost-effective web design and development services. Thanks to the diversified backgrounds and the tenured experience of the team, CampaignRep has become a preferred vendor for our most recent client, the City of Los Angeles, Department of Cannabis Regulation, which resulted in expanded scopes of work and an extended contract.

Founded in 2013 by California resident and UCLA graduate, Chris Garcia, CampaignRep has continued to create compelling web designs and robust online solutions for businesses, nonprofits, and governmental entities. Along this journey, CampaignRep has acquired a deep understanding of the importance of building customized digital solutions that match each client's business model, target audience, and desired outcome.

CampaignRep offers a full-service platform that provides all the tools and services needed to support your organization's ambitions, now and into the future. We are particularly adept at creating websites, applications, and portal strategies for municipal and county governments.

INCLUSIVITY PLAN

CampaignRep believes in inclusivity and is committed to producing solutions and teams that are highly capable and diverse. We are a Los Angeles-based Hispanic Owned technology company responsible for CRM SaaS solutions designed with language and literacy barriers in mind. We pledge to continue to pursue disadvantaged small businesses whenever possible for any future City project opportunities on this contract or any others awarded..

Meet the Team

BOB POHLMAN – PROJECT MANAGER

Prior to CampaignRep, Bob was consulting with Fortune 500 Multi-Site companies, focusing on real estate development and construction management in regulated industries. He brings with him 15 years of project management experience ranging in vast degrees of complexity, size, and budget and is particularly adept with implementing strategies that have been highly successful in private business and implementing those within the 'third-sector'.

MATTHEW THOMPSON – CUSTOMER RELATIONS

Matthew joined CampaignRep with a focus on business development and digital outreach strategies. Matthew has worked for both Digital Marketing Firms and Series C funded startup companies leading their business development initiatives that drive brand and sales. Matthew leverages his sales experience to help support our clients with community outreach needs. Matthew's vast experience in business development, marketing, community outreach, client relations and technology makes him invaluable to CampaignRep and its clients.

CHRIS GARCIA – CEO / TECH LEAD

Chris Garcia is the founder and CEO of CampaignRep. He has been a code contributor for open-source projects since 2010 and has expertise in the development of innovative online applications and strategies that are designed to help organizations achieve their goals. Chris is highly experienced in the areas of user-interface, testing, and debugging processes. His background in management, leadership, and technology have been invaluable to the growth of the company and its clients. He holds a degree in Public Policy from UCLA and has been a software creation enthusiast since his early teens.

Previous work of similar nature

Thanks to the diversified backgrounds and the tenured experience of our team, CampaignRep has become a preferred vendor for our most recent client, the City of Los Angeles, Department of Cannabis Regulation, which resulted in expanded scopes of work and an extended contract.

We started with the successful delivery of a digital enterprise contact relationship management (CRM) system capable of providing data storage, digital outreach services through both Mass SMS messaging and Mass email messaging at scale as well as data aggregation and dashboards for real time analytics. This platform was recently introduced and is being integrated into the City of Los Angeles Department of Cannabis Regulation's Social Equity Program, totally replacing their legacy system. CampaignRep brings best in class project and program management practices along with a proprietary CRM platform to develop a customized approach for each client.

CampaignRep is currently working with the following municipalities and nonprofits offering similar technology services: The City of Huntington Park, Norwalk, El Monte, Baldwin Park, The Tree People, The Goodwill, United Negro Fund, United LatinX Fund and more.

The below grouping of logos illustrated some of the clients that CampaignRep have recently worked with.



Past Experience

OUR SOCIAL EQUITY ENTREPRENEUR OFFERING (SUMMARY IN 3)

- ▶ Proprietary Customer Relationship Management System facilitating stakeholder outreach and communication across numerous channels
- ▶ Program Analysis, Data and Reporting
- ▶ Comprehensive infrastructure planning that supports Social Equity program providers and participants. All-encompassing suite of e-learning and workshop offerings supporting entrepreneurs in identify funders, learning how to pitch them and then run their business

PROPRIETARY CRM SOFTWARE

CampaignRep built a customer relationship management platform designed to support mass communication to all participants & stakeholders, provide real time data analytics and reporting, provide social equity applicant management, survey distribution, and ultimately be the central “hub” for the entire life cycle, from application to awarded licenses.

The CRM integrates with external platforms like Facebook Surveys + Google Analytics, and has the ability to connect and send messages and surveys with many 3rd party platforms, e.g. Facebook Messenger, Whatsapp, Signal and more. The CRM aggregates data down to the individual participant level which supports the continued review and improvement of outreach campaigns. This specifically has proven effective for providing data-driven campaigns with measurable results.

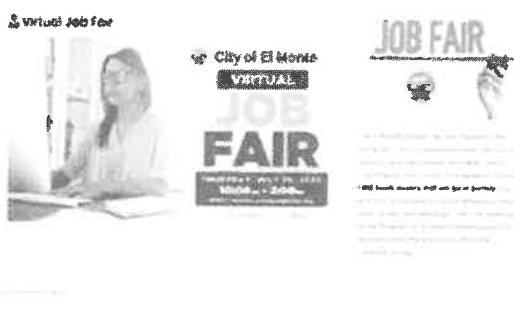
The platform has the ability to administer/perform email and SMS messaging outreach with advanced filtering options to target specific groups or subsets of the master participant list.

Past Experience

CAMPAIGNREP MASS MESSAGING EXPERIENCE

CampaignRep has vast experience in the mass messaging and/or communication industry. Developing cutting edge technology and platforms that allow for successful messaging campaigns at any scale.

The Business Resource Center is a custom web component built specifically for the City of El Monte. The objective is for the city to provide immediate relief and support to the business community that has been affected negatively by the current pandemic. The Business Resource Center has many great features that allow the business community to stay connected. One feature that has garnered favorable attention is the module that gives local businesses the ability to apply for loans and grants. The other feature that has gained the public's attention is the Virtual Job Fair which gives Employers looking for talent the ability to connect virtually. The application also has a question and answer area where talent and employers can find answers to many common questions they may have with the new virtual job fair module. The Information Business Hub has many blog articles that may be of interest to Business Resource Center visitors as well.



Past Experience

CITY OF EL MONTE EMERGENCY ALERT SYSTEM IMPLEMENTATION

The development of the El Monte Emergency Alert System was set up by request of the Mayor of the City of El Monte during the early stages of the Covid-19 shutdown and was heavily utilized throughout the early stages of the pandemic as well as the following period of Civil Unrest later that summer. The System utilized CampaignRep's proprietary backend Web Portal Framework and was instrumental in getting news and updated information to the Town residents and community stakeholders in a timely manner. The system is presently still used occasionally with new City Alerts and updates on Community Resources or city programs as necessary.

The system was developed to send out SMS and Email Alerts to all city residents to provide them with the latest updated information on Covid-19 such as new city ordinances as well as health and safety measures from the Los Angeles Department of Public Health. The system was also used to announce Curfews set by city leadership during the height of Civil Unrest brought on by the George Floyd Riots. The system utilized Residential data from the county and an intuitive CRM system to help filter phone numbers and use a Mass SMS messaging system to reach the cell phones of all available residents. The system delivered timely messages directly to residents and allowed El Monte City Leadership to quickly plan out next steps to help safely reopen the community when the time was right to.

The El Monte Emergency Alert System was one of the first of it's kind developed during the early stages of the pandemic and the benefits have been favorably praised by news outlets and the League of California Cities for its initiative and effectiveness during a very unsure time.

Project Implementation Plan

Dwight D. Eisenhower once said, "Plans are nothing; Planning is Everything." At its core, HDD believes in this statement and in the importance of planning. Thanks to our experience and involvement in countless projects, spanning multiple industries our team has been able to refine the skills necessary to effectively lead a team through all phases of a project from planning through execution and closeout.

Developing a project plan does not take place within a vacuum or with input from only a select group or entity. Successful project planning requires the input and expertise of all parties involved including the client, stakeholders, and project implementation team.

To ensure CampaignRep develop the City of Huntington Park Web Portal System to meet or exceed all expectations, CampaignRep has developed a 9 Step approach to aid in the project kickoff phase.

STEP 1: PROJECT PARTNERING MEETING & PROJECT KICKOFF MEETING PROJECT STRATEGY KICKOFF MEETING WITH LEADERSHIP TEAMS

Upon completion of the contracting and Notice to Proceed phase, CampaignRep recommends hosting a project kickoff meeting with all stakeholders, city leadership and project specific teams. The meeting will be facilitated by a local 3rd party moderator. The purpose of this initial meeting will be to meet and greet all key personnel face to face as well as identify high level project goals and important stakeholders. Creating team alignment and documenting goals for all parties is a key first step to continued project planning and implementation. Prior to wrapping this initial meeting, CampaignRep also proposes the team determine the frequency for future meetings so that all can continue these engagements. This continued follow up and alignment ensures open communication at all levels. meet on a predetermined

Project Implementation Plan 2

STEP 2: PROJECT DISCOVERY

PROJECT TASK SPECIFIC MEETING(S) WITH PROJECT TECHNICAL TEAMS AND STAFF

Once all program goals have been identified and committed to at the leadership level, the project implementation teams can then hold their task specific kickoff meeting(s). The purpose of these meetings are for all relevant teams to dive into the granular details of the project and our team's approach. During this meeting the team will work together to identify resources, barriers, opportunities, etc. to help the continued refinement of our plan as we prepare for the following steps.

STEP 3: WIREFRAME AND CONTENT DEVELOPMENT

Using the clear and defined project vision and goals from Step 1 coupled with the information gathered during Step 2, the CampaignRep team is now prepared to begin wireframe and content development for the HP Web Portal platform.

STEP 4: PLATFORM VISUAL CUSTOMIZATION AND PRESENTATION TO LAWA

Develop and present a beta platform to city staff and stakeholders.

STEP 5: LAWA REVIEW AND FEEDBACK

Allow city staff time to review and provide feedback related to deliverable submittals.

STEP 6: REFINE PLATFORM DEVELOPMENT AND INCORPORATE LAWA FEEDBACK

Using city feedback the team will complete the platform development.

STEP 7: LAUNCH BETA PLATFORM

Launch Beta platform for internal use and testing.

STEP 8: LAWA STAFF TRAINING

After successful launch of Web Portal Beta platform, CampaignRep will facilitate and provide city staff training sessions.

STEP 9: FINAL PLATFORM RELEASE - CUTOVER FROM LEGACY PLATFORM.

Upon confirmation of Web Portal platform acceptance and staff training the system will be implemented for official use. The cutover to our new platform from the existing legacy platform is described in the "Cutover Plans" section below.

Project Schedule

Thanks to the advanced development of our existing platform, our team feels confident that **WITHIN 100 DAYS OR LESS OF BEING ISSUED AN NTP**, our platform could be released for City use. This speed to market allows the City to accomplish all project goals and immediately begin soliciting subscribers and distributing messaging.

The major phases and milestones for this project are listed below and the complete project schedule.

1. NTP
2. Partnering & Kickoff Meetings
3. Discovery
4. Initial Action plans drafted for City Web Portal Review
5. City Web Portal Review
6. Platform Customization
7. City review
8. Finalize Platform
 - a. Testing
9. BETA release
 - a. Testing
 - b. Staff Training
10. Final Platform Release
11. Ongoing management and maintenance

To maintain consistency within our project schedule, we assumed 5 working days for all LAWA reviews and responses. However, upon direct engagement with the CampaignRep and City teams this schedule will be updated to reflect accurate timelines.

Financial Capability

Section V.A.1 of the RFQ asks for documentation to demonstrate sufficient capability to cash flow the operation during the entire term of the contract, including adequate resources to provide adequate staffing. Maintaining low overhead is one of the advantages of being a small company that operates very lean. This allows CampaignRep to keep our hourly rates competitive and attract more clients.

This also allows CampaignRep to maintain operations during minimal growth or client acquisition periods.

CampaignRep is a self-funded company that has maintained operations for over five years without default or issue. During this period, we have outperformed for every client.

CampaignRep remains in a solid financial state thanks to the support of its partners. Our company is thriving as we continue to grow and seek new opportunities.

In the last ten (10) years, CampaignRep has never filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or has undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

All CampaignRep financial documents as requested in the RFQ are included in Appendix A - Financial Capability

RFQ Misc. Responses

CONFLICT OF INTEREST

Section V.A.1 of the RFQ asks for a brief description of any possible conflicts of interest with the company or personnel.

CampaignRep has no conflict of interests nor any current or pending litigation between the company or anyone, hindering any questionable dispute.

SYSTEM MAINTENANCE

CampaignRep uses technology to build its platforms with the best tools available online. As with any web-ecosystem, regular updates are required for each component to keep it running efficiently and without lapse of service. CampaignRep's system has an automated script that runs its software updates each month and ensures that whether it is the CRM system, the SMS delivery system or any of the other future components that may be built out, that they automatically have the latest software updates downloaded and applied as soon as they become available.

References

CITY OF LOS ANGELES:

Company Name - City of Los Angeles - Department of Cannabis Regulation
Business Type - Municipality
Address - 1221 N Figueroa St. Suite 1245, Los Angeles, CA 90012
Contact Person Name and Title - Dr. Imani Brown - (Social Equity Program Director)
Telephone Number - (213) 473-7483
Email Address - imani.brown@lacity.org
Contract/Project start date and end date - May 2021 - Present

CITY OF EL MONTE:

Company Name - City of El Monte
Business Type - Municipality
Address - 11333 Valley Blvd, El Monte, CA 91731
Contact Person Name and Title - Betty Donavanik (Director of Community & Economic Development)
Telephone Number - (626) 580-2056
Email Address - bdonavanik@elmonteca.gov

CITY OF NORWALK:

Company Name - City of Norwalk
Business Type - Municipality
Address - 12700 Norwalk Blvd, Norwalk, CA 90650
Contact Person Name and Title - Ruby Picon (Senior Management Analysis - Public Affairs)
Telephone Number - (562) 929-5319
Email Address - rpicon@norwalkca.gov
Contract/Project start date and end date - September 2020 - Present

Appendix A

FINANCIAL RECORDS
CONFIDENTIAL

Campaignrep, Inc.

EXHIBIT A *ss*
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 Chris Garcia, am the CEO
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of Campaign Rep (hereinafter, "Consultant").
(Print Name of Proposing Entity)

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 16 day of December 2021 at Los Angeles CA
(Month and year) (City and state)

By *Chris Garcia*

(Signature of Person Responsible for Submitting Submittal
on behalf of Consultant)

EXHIBIT B C
62

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, am the Chris Garcia
(Print name of person responsible for submitting submittal)

CEO
(Title with proposing entity)

of Compass Bldg
(Print Name of Proposing Entity) (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 involved in civil litigation as described, above.

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

Executed this 16 day of Dec 2021 at Los Angeles CA
(Month and year) (City and state)

By Chris Garcia (Signature of Person Responsible for Submitting Submittal on
the behalf of Consultant).

Appendix D

Previous or Existing Government Agency Contracts

Existing Government Agency Contracts						
Client Name	Primary Contact	Address	Phone #	Contracted Firm	Scope of Services	Contract Dates & Value
City of Los Angeles Department of Cannabis Regulations	Dr. Imani Brown	221 N Figueroa St. Suite 1245 Los Angeles, CA 90012	(213) 473-7483	High Demand Development	Scope 1.6 - Related Services to the Department's Social Equity Program	May 2021 - Present Phase 1 NTP \$250,000 Phase 2 NTP in process
City of El Monte	Betty Dovahnik	11333 Valley Blvd, El Monte, CA 91731	(626) 580-2056	CampaignRep	Covid Vaccine Distribution Site	March 2020 - Present \$190,000 Annual budget
City of Norwalk	Ruby Picon	12700 Norwalk Blvd, Norwalk, CA 90650	(562) 929-5319	CampaignRep	City Event Outreach	September 2020 - Present \$75,000 annual budget
City of Huntington Park	Cynthia Norzagaray	3401 Florence Avenue Huntington Park, CA 90255	(323) 584-6216	CampaignRep	Food Bank Program	November 2020 -- November 2021 \$40,000 annual budget

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 21, 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 INVESTIGATE AND PROVIDE DESIGN ENHANCEMENTS AT WELL NO. 16

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the professional services agreement (PSA) to investigate the lack of production at Well No. 16 and generate plans, specifications, and engineer's estimate for bidding purposes to Cannon as the most responsive and responsible proposer for a not-to-exceed amount of \$254,125 payable from Account No. 681-8030-461.43-30 (Maintenance of Wells); and
2. Authorize the City Manager to execute the PSA.

BACKGROUND

Water production Well No. 16 is located on Florence Avenue at Salt Lake Avenue. The current set up is antiquated and the booster station's pump and electrical components need upgrades. The booster station currently consists of one 25 Horse Power (HP) split case booster pump and one 75 HP booster pump. The existing pumps currently do not operate in an effective or efficient manner. The pump control system is antiquated, which makes servicing the equipment difficult and costly, and replacement parts are no longer available. A pump and sand test were recently performed at Well No. 16, which identified a reduced flow that limits the sand content produced at the site. The flow is currently being reduced by placing back pressure on the pump to limit the flow from the well, which is effective, though is not considered a long-term viable solution due to the consumption of energy.

At the October 19, 2021 City Council meeting, the City Council authorized staff to seek proposals from qualified water engineering firms with knowledge of water wells and booster pumps to determine a sustainable solution. Engineering firm is tasked on investigating and developing a solution to mitigating the loss in the well's water productivity.

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO INVESTIGATE AND PROVIDE DESIGN ENHANCEMENTS AT
WELL NO. 16**

December 21, 2021

Page 2 of 3

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 provides the guidance expected of professional engineering firms that perform similar type of work. City held a mandatory walkthrough of the facility on November 5, 2021 in order to answer any questions and provide the consultants with the opportunity to preliminarily examine the equipment.

City issued Addendum No. 2 extending the RFP due date to December 13, 2021. The City received three proposals by this date and the following are the rankings based on the scoring criteria.

1. Cannon:	\$254,125
2. West & Associates Engineering, Inc.:	\$154,000
3. Infrastructure Engineers:	\$325,608

City staff has relayed that support from an outside contractor is necessary to complete the tasks as outlined in the RFP. Based on the proposals evaluated, it is staff's recommendation to award the professional services agreement to Cannon. Consultant is slated to complete the investigation, provide viable engineering recommendation based on applicable industry standards and ultimately design the project after City staff has provided direction to complete the design. Completion of the design is scheduled for August 24, 2022 if awarded the contract.

LEGAL REQUIREMENT

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

FISCAL IMPACT

Project funding will utilize Account No. 681-8030-461.43-30 (Maintenance of Wells). Current balance is \$336,830. Staff recommends awarding the contract agreement to Cannon as the most responsive and responsible proposer for a not-to-exceed amount of \$254,125.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO INVESTIGATE AND PROVIDE DESIGN ENHANCEMENTS AT
WELL NO. 16**

December 21, 2021

Page 3 of 3



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

- A. Cannon Corporation Professional Services Agreement
- B. Infrastructure Engineers and West & Associates Proposals

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT WATER ENGINEERING INVESTIGATION AND DESIGN SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21st day of December 2021** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Cannon**. (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT 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 21, 2021** and end on **December 31, 2022**. It is the CONSULTANT'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement (**Ending December 31, 2022**). 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. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONSULTANT'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$254,125** (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 CONSULTANT'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 CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT 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 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 notify CONSULTANT 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 CONSULTANT.

- 1.5 **ACCOUNTING RECORDS:** CONSULTANT 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 CONSULTANT.
- 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 materials, 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 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION:** CONSULTANT hereby designates or designee 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.

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 to the highest standards of CONSULTANT'S profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT'S employees and agents (including but not limited to SUB-CONSULTANT) 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 the standard of care set forth under this Section or by any like failure on the part of CONSULTANT'S employees, agents, and SUB-CONSULTANT. Such effort by CONSULTANT 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 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 to the highest 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 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 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, or SUB-CONSULTANT 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, or SUBCONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

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

2.10. **INDEPENDENT CONSULTANT STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT 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 CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT 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, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than 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 CONSULTANT dual 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 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 **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 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 CONSULTANT'S commencement of any work or any of the Work. Upon CITY'S written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to 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. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT'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 CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT 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, SUB-CONSULTANT 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.
- 4.6 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.
- 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 CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. 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. CONSULTANT 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 CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.

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

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

such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. 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 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, 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 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 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 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 CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT'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 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. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT'S performance under this Agreement pending CONSULTANT'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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 CONSULTANT, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, 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 CONSULTANT'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.
- CONSULTANT 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, CONSULTANT'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** 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 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 SUB-CONSULTANT S 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 CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

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

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

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

CONSULTANT:

Cannon
11900 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064
Attn: Gary Roepke, PE, Senior Principal CE
Office: (310) 382-5129
GaryR@CannonCorp.us

CITY:

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

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

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

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

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

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

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

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(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 CONSULTANT 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:

CANNON CORPORATION:

By: Ricardo Reyes
City Manager

Date: _____

By: Gary Roepke, PE
Senior Principal Civil Engineer

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

CANNON CORPORATION

City of Huntington Park

Proposal for Water Engineering Design Services of Well No. 16

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Cannon

Reliable Responsive Solutions

Subject: **Proposal for Professional Services for Water Engineering Design Services of Well No. 16**

Dear Mr. Roldan:

The City of Huntington Park (City) Well No. 16, reservoir, and booster pump station play a critical role in providing water supply to the City. For this project, the City has requested an assessment of the well and booster pump station. The assessment results, evaluations, options, and facility upgrade recommendations will be summarized for the City in a technical memorandum.

Due to the broad customer base and large number of assets in the City's portfolio, it is imperative to spend the City budget wisely and prolong the life of existing infrastructure in the system. Simply replacing aging structures, or bringing them all into compliance with current codes, can result in exorbitant costs. Cannon's approach is to upgrade Well No. 16 and booster pump station to their full capability. Should we encounter serious limitation, we will present a concept for other facilities to bolster/support Well No. 16 and its associated tank and pump station.

A condition evaluation of the capacity and electrical and mechanical equipment will provide necessary information for recommendations on facility reliability. The goal is to facilitate Well No. 16 and booster pump station's smooth operation while simultaneously reducing maintenance and operating costs for many years to come.

This proposal presents our scope of work and fee estimate to assess, evaluate, and provide upgrade recommendations for Well No. 16 and booster pump station. This information will be presented in a technical memorandum. The main focus of the project will be an assessment of the facilities. Without knowing the required upgrades before-hand, it is impossible to provide a customized fee for the preparing plans and specifications for the Project. Subsequently we have provided an estimated fee for plan and specification preparation.

As Cannon's proposed Project Manager, I, Gary Roepke, PE bring direct experience working with Southern and Central California municipalities on many previous well and pump station design rehabilitation projects. Cannon has completed several projects similar in nature for the City of Beverly Hills, Glendale Water and Power, and the Los Angeles County Waterworks District. We have added Aubrey Mescher with Rincón Consultants to assist with CEQA requirements and Terry Watkin with Geoscience to assist with the hydrogeologic evaluation.

I have read, understood, and agreed to all statements in this request for proposal and acknowledge receipt of all addendum/amendments as well as the terms, conditions, and attachments referenced.

We are pleased to propose on this evaluation project, and we are excited to see the City taking a proactive approach in upgrading one of its major assets. We have assembled an experienced team with extensive pump station knowledge that will make this project a success.

Sincerely,



Gary Roepke, PE
Senior Principal Civil Engineer
11900 West Olympic Boulevard, Suite 530, Los Angeles, CA 90064
310.382.5129 ☎ 310.633.0889 ☐ GaryR@CannonCorp.us

J. Eric Porkert, PE
Senior Principal Engineer
11900 West Olympic Blvd, Suite 530, Los Angeles, CA. 90064
310.382.5121 ☐ EricP@CannonCorp.us

Firm Description

Cannon Corporation – Providing Reliable Responsive Solutions since 1976

As a full-service engineering, surveying and construction management firm, we take pride in our ability to offer clients a broad array of services in a range of markets including water resources, public infrastructure and transportation, energy, development, automation and SCADA, and aerospace and defense. Our commitment to providing clients Reliable Responsive Solutions, whether the project scope is expansive or more specialized, spans 45 years.

During that time, we have worked with many cities, counties and agencies throughout California to maintain secure and dependable water and wastewater systems, make streets safer and more pedestrian and bicycle-friendly, and construct buildings and facilities that are structurally sound. In addition, we are dedicated to providing a high level of technical expertise in the area of low impact development (LID) design.

From our office locations in Los Angeles, Irvine, Ventura, San Luis Obispo, and Bakersfield, Cannon's team of more than 135 professionals are available to begin work for the City of Huntington Park immediately.

Our experience preparing construction plans and specifications for water resource sites, water tank rehabilitation and recoating, drainage improvements, and associated equipment and buildings includes the following projects:

- Las Virgenes Municipal Water District (LVMWD) Cornell Pump Station, Las Virgenes, California
- Beverly Hills Pump Station No. 8, Beverly Hills, California
- Ritter Ranch Development Pump Stations, Palmdale, California
- Pump Station 1320 Zone, Anaheim, California
- Rancho Simi Recreation and Park District, Oak Park Lagoon Recirculating Pump Station, Oak Park, California

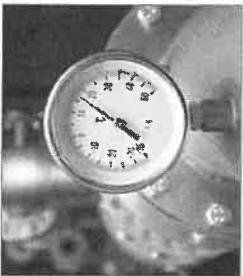


Primary Contact / Project Manager
Gary Roepke, PE

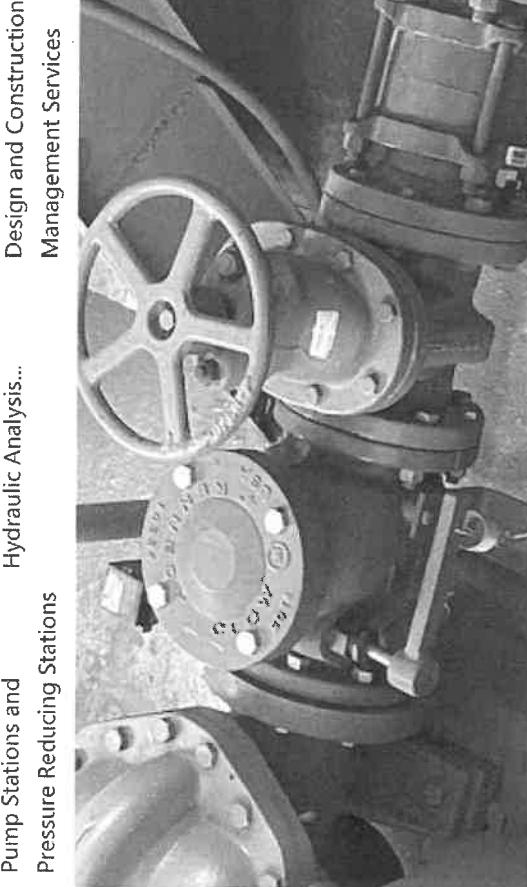
111900 West Olympic Boulevard, Suite 530
Los Angeles, CA 90064

310.382.5129 GaryR@CannonCorp.us
310.633.0889

Experience Counts
Our engineering team offers expertise in the following areas relevant to your project:

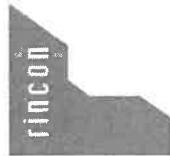


Pump Stations and
Pressure Reducing Stations



Hydraulic Analysis...
Design and Construction
Management Services

Subconsultants



Rincon – CEQA Requirements

Rincon Consultants Inc. is a multi-disciplinary environmental sciences, planning, and engineering consulting firm that provides quality professional services to government and industry. Founded in 1994, Rincon has grown to a firm of over 260 professionals with 13 California offices, including their headquarters in Ventura and an office in Los Angeles.

A core business area for Rincon is water infrastructure projects and their firm has provided environmental consulting services for water resources projects for 27 years. During that time, they have successfully completed the environmental analysis and permitting processes for a number of water, wastewater and stormwater conveyance, storage and treatment projects, and other water-related infrastructure projects throughout California. Their philosophy on projects is to encourage early agency and public scoping, and to develop and maintain close communication between project owners, engineering consultants, regulatory agencies and other stakeholders to ensure technical adequacy and timely review of project deliverables. This approach avoids costly and time-consuming constraints early in the assessment process, thereby reducing or avoiding potential conflicts with funding or permitting deadlines.

Their professionals are experienced in urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; cultural resources evaluation and planning; soil evaluation and remediation; and related studies including problem-solving services in geology, hydrology, and waste management. Their approach is focused on well-designed solutions that respond to their clients' specific needs in a cost-effective manner.

Geoscience – Hydrogeologic Evaluation

The first name in groundwater

Founded in 1978, was the first groundwater-focused consulting firm in Southern California. From their beginning, and to this day, they help water providers reliably produce groundwater supplies, sustainably manage and model groundwater, augment groundwater supplies, and defend groundwater rights.

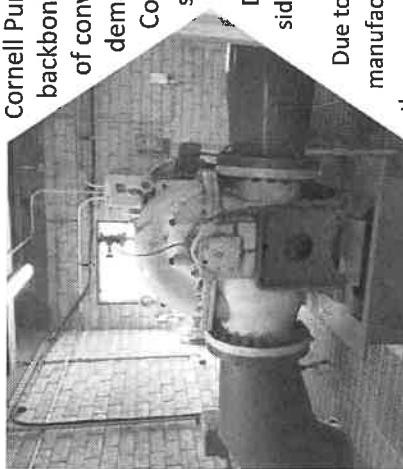
Geoscience was founded in 1978 by Dr. Dennis Williams, Ph.D., PG, CHG., after working for the Los Angeles Department of Water and Power and consulting overseas. Throughout their history, they have accomplished several "firsts" in the industry:

- First numerical groundwater model of the Orange County area
- First SCADA-controlled wellfield in the Middle East
- First ocean water injection well barrier in the Middle East
- Helped develop zone testing for water quality sampling in wells
- First artificially gravel packed slant well One of the first to study and quantify well design and production efficiency

Qualifications and Experience

As requested in the RFP, we have provided Cannon's relevant work experience with projects of similar magnitude and nature. Each of these projects have been completed within the last five years and include our proposed personnel. References can be found in Section 6 on page 25.

Las Virgenes Municipal Water District (LVMWD) Cornell Pump Station, Las Virgenes, California



Cornell Pump Station, built in 1972 and expanded in 1985, is an integral part of LVMWD's backbone system, providing flexibility to the distribution system. The pump station is capable of conveying water to the east or west side of LVMWD's service area. During peak water demands or Metropolitan Water District of Southern California (MWDS) shutdowns, Cornell Pump Station conveys water from Las Virgenes Reservoir — a reservoir used to store water from MWDS during low demand seasons — to eastern portion of the service area. In addition, LVMWD will have a future interconnection with Calleguas Municipal Water District (CMWD), which will provide an additional source to convey water from west to east side of the District's service area.

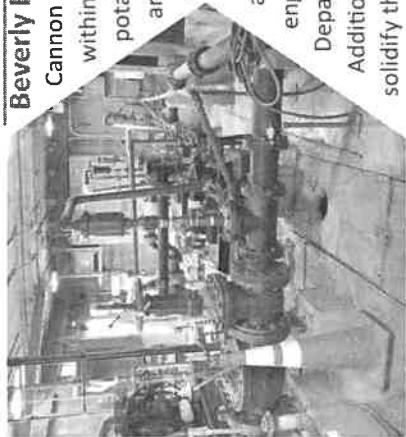
Due to the age of the pump station, and the natural gas-powered engine no longer serviced by the manufacturer, LVMWD wants to improve the facility to increase the reliability and redundancy of the pump station in anticipation of an extended MWDS shutdown in 2024 and other future shutdowns and emergencies. A technical memorandum is needed to evaluate the condition of Cornell's electrical and mechanical equipment, including variable frequency drive's (VFD), pump and motors, evaluation of power alternatives for the pump, and/or if the natural gas engine should be upgraded. Based on the condition assessment, a recommendation of upgrades to the pump station was made to increase reliability, redundancy, and provide similar pump capacity in both pumps without degrading the hydraulic gradient on either the suction or discharge side of the pump station.

Cannon provided a review of the existing Cornell Pump Station and recommended upgrades to increase the reliability of the Cornell Pump Station for future MWDS shutdowns and emergency operations. The capacity of the pumps was evaluated, and a recommendation was provided to confirm similar capacity for both pump systems without degrading the hydraulic gradient on either the suction or discharge side of the pump station. New equipment was able to integrate to the District's current SCADA system.

Cannon prepared technical memorandum that included the condition of the current equipment to provide different power alternatives and cost of improvements. Recommended improvements included CEQA recommendation, HVAC and cooling system for the electrical equipment within the pump station, evaluation of different power alternatives for the pumps, and recommended motor and engine replacement.

Completed: October 2019 / **Design Fee:** \$58,084

Beverly Hills Pump Station No. 8, Beverly Hills, California



Cannon was selected to provide engineering and design services for three separate pumping systems within an existing building: pre-packaged potable water pump station, temporary pre-packaged potable water pump station, and a diesel engine fire pump. Both potable water pump stations are variable frequency drive (VFD)-controlled. The project included above ground suction and discharge piping within the pump station building to decrease pipe corrosion and increase pipe accessibility. Services included structural assessment of the building and roof and review of structural roof upgrades to meet current codes by our licensed structural engineer. Engineering and redesign allowed the City's emergency connection with Los Angeles Department of Water and Power to be relocated and contained within the existing building. Additionally, engineering and designed services include electrical, control system, and SCADA to solidify the new pump station's location, operation and controls.

Completion: September 2020 / **Design Fee:** \$283,000

Ritter Ranch Development Pump Stations, Palmdale, California

As part of our ongoing work for Ritter Ranch, a pump station to serve the development, which consists of 5,200 units, will be dedicated to Los Angeles County Waterworks District No. 40. The 012/25th Street West pump station, also designed for a 20,000-gpm capacity, will convey water from AVEK feeder into the Los Angeles County Waterworks District 2911 Pressure Zone to supply the 28,000 gpm Elizabeth Lake Road Pump Station. Cannon was selected to provide engineering and design services.

Estimated Completion: 2023 Upgrades (In Progress)

Pump Station 1320 Zone, Anaheim, California

Cannon is providing engineering and design services to deliver high-quality construction documents that will result in a robust water system lasting for decades to come. The City has grown since installation of the current infrastructure—over a century in some cases. Some infrastructure is undersized or lacking the redundancy required for the current and projected water needs of the community. Successful completion of this project will result in more reliability under shut down and emergency conditions, an improved system capacity, and a shift in maintenance staff-focus from reactionary to predictive/preventative.

Estimated Completion: 2023 (In Progress) / **Design Fee:** \$334,090

Rancho Simi Recreation and Park District, Oak Park Lagoon Recirculating Pump Station, Oak Park, California

Cannon is providing engineering and design services. The District has requested that the existing pump station, located in the lower lake, be replaced with a new pump station. The new pump station will be located on the other side of the lake weir in slope outside the drip line of the existing oaks. The new pump station will become more accessible, making maintenance and operation of the pump station easier.

Estimated Completion: 2022 (In Progress) / **Design Fee:** \$74,520

Murphy Reservoirs Replacement Project, Whittier, California (Subconsultant to Cannon)

Rincon is providing environmental support through analysis and documentation for compliance of the City of Whittier's Murphy Reservoirs Replacement Project with CEQA and regulatory permits. This project is a critical infrastructure component to the City's water supply and distribution system. The purpose of the project is to restore the integrity and storage capacity for the existing Murphy Reservoirs, thereby facilitating the City's ability to continue providing a clean, reliable water supply to its residents. The City determined through previous analyses and feasibility investigations to replace both reservoirs. The environmental analysis conducted to inform the IS-MND included careful consideration of potential impacts to biological resources associated with the adjacent La Canada Verde Open Space Area, which is managed by the Puente Hills Native Habitat Preservation Authority ("Habitat Authority"). Rincon developed a Biological Resources Assessment (BRA) and project-specific mitigation measures to reduce or avoid potential impacts, in coordination with the Habitat Authority. Rincon also assessed the existing reservoirs for recordation on California Department of Parks and Recreation (DPR) 523 Series forms, as required for structures greater than 45 years in age pursuant to Public Resources Code Section 21083.2. As of December 2021, Rincon has prepared an Administrative Draft Initial Study and Mitigated Negative Declaration (IS-MND), which is currently being reviewed by the City of Whittier, as the CEQA Lead Agency, as well as by the Habitat Authority, which was requested by the City to facilitate coordination through project implementation.

Applicable to Scope of Work: As with the City of Huntington Park's Well No. 16 facilities, the Murphy Reservoirs Replacement Project also consists of the upgrade of existing water facilities that are critical to the local water supply system, are greater than 45 years of age, and are located in Los Angeles County.

Las Virgenes Municipal Water District, Jed Smith Pipeline Replacement Project (Subconsultant to Cannon)

Rincon prepared a CEQA Categorical Exemption for Las Virgenes Municipal Water District's Jed Smith Pipeline Replacement Project located in the City of Hidden Hills, in Los Angeles County. This project consisted of replacing approximately 2,000 feet of an existing 54-year-old water line that had deteriorated over time, resulting in seven pipeline breaks between 1995 and 2016. The original pipeline was situated in an existing roadway, and the replacement pipeline largely followed the same alignment. Issues addressed in the environmental analysis included (but were not limited to): noise that may affect adjacent residences during the construction period; the potential to encounter cultural resources during excavation activities; the handling of hazardous or potentially hazardous materials, including asbestos using in construction of the original pipeline; and the potential for service interruptions to occur during the construction period. This project was determined to be categorically exempt from CEQA under Class I, which addresses (among other issues) the repair and maintenance of existing public facilities involving negligible or no expansion of use.

Applicable to Scope of Work: As with the City of Huntington Park's Well No. 16 facilities, the Jed Smith Pipeline Replacement Project also consisted of the replacement of existing water infrastructure critical to water supply and conveyance to a local community in Los Angeles County.

Ojai Water System Upgrade Project IS-MND, Casitas Municipal Water District

Rincon is preparing an Initial Study-Mitigated Negative Declaration (IS-MND) to assess proposed pipeline replacements and well, storage tank, and booster pump upgrades throughout the Ojai Water System. The project involves replacing or rehabilitating aging and/or undersized infrastructure located in multiple jurisdictions to restore system capacity and meet fire flow requirements. While elements of the project—including potential new tank and well construction sites—are still being finalized, Rincon has completed a thorough Biological Resources Assessment, Cultural Resources Technical Report, and an administrative draft of the IS-MND. Throughout the process, Rincon has worked with Casitas Municipal Water District to ensure the document reflects the evolving project description and meets the applicable regulatory requirements of both the City of Ojai and County of Ventura. With regular client coordination, Rincon's approach to project analysis results in a robust environmental review while providing flexibility for Casitas Municipal Water District to refine the project description to meet its needs.

Applicable to Scope of Work: Rincon prepared CEQA documentation for the Casitas Municipal Water District which included pump upgrades and possible new well locations.

Casitas Municipal Water District, On-Call Engineering Services (Subconsultant to Multiple Engineering Primes, including Cannon)

As a subconsultant to multiple engineering Primes, Rincon is supporting multiple on-call engineering contracts by providing Environmental Consulting services to support compliance with California Environmental Quality Act (CEQA) for capital projects.

Rincon will also provide assistance with environmental applications with the City of Ojai, United States Army Corps of Engineers, Caltrans, County of Ventura, California Department of Public Health, Regional Water Quality Control Board, Division of Drinking Water, United States Fish and Wildlife Service, and California Department of Fish and Wildlife. The following is a list of three projects currently in progress under this contract.

Lake Casitas Vegetation Management Plan CEQA and Permitting

Rincon prepared a permitting strategy and is currently assisting Casitas Municipal Water District in obtaining a long-term vegetation management plan for the shores of Lake Casitas. The lake is 34 percent full and the significant drought has exposed the vegetated slopes along the edges of the lake. The removal of this vegetation will decrease the organic loading in the lake once lake levels rise, which will likewise decrease the amount of chemical treatment required to reduce algal blooms and disinfect the water for potable uses. Lake Casitas is under the jurisdiction of the United States Bureau of Reclamation. A Management Agreement between the federal government and Casitas Municipal Water District for the Administration, Operation, Maintenance and Development of Recreational Uses and Facilities was executed in October 2011 requiring compliance with the approved Resource Management Plan and Final Environmental Impact Statement and Record of Decision. This poses challenges in the project and may require environmental documentation under NEPA, prolonging the assessment. Rincon will prepare all necessary environmental documents including the preparation of an Initial Study- (Mitigated) Negative Declaration, a Jurisdictional Delineation Report, and a Biological Resources Assessment.

Robles Dam Rebuild Categorical Exemption

Rincon completed a Biological Review and a Statutory Exemption under CEQA for the rebuilding of the timber cut-off wall at the Robles Dam Diversion damaged during the Thomas Fire of 2017. The Robles Dam Diversion is located on the Ventura River, 1.5 miles downstream of the confluence of Matilija Creek and North Fork Matilija Creek, in unincorporated Ventura County, California. The Robles-Casitas Canal carries water to Lake Casitas from the Robles Dam Diversion on the Ventura River. The timber cut-off wall is an original feature of the Robles Dam Diversion traversing the Ventura River from the diversion gate structure to the east embankment of the river. The timber cut-off wall is intended to reduce seepage under the diversion. The project involved preparation of application materials for coverage under an applicable Regional General Permit (RGP63, Repair and Protection Activities in Emergency Situations) through the United States Army Corps Engineers and its associated Water Quality Certification through the Regional Water Quality Control Board. The California Department of Fish and Wildlife emergency notification procedure was completed pursuant to Sections 1600 et seq. The United States Army Corps Engineers denied RGP63 and required permitting under the Nationwide Permit 3 process. As such, a 401 Certification from the Los Angeles Regional Water Quality Control Board was required. Challenges were encountered due to unexpected permitting requirements but were quickly overcome and the project was completed in a timely manner and within a dry channel as recommended in the Biological Opinion issued by National Oceanic and Atmospheric Administration for the operation of the diversion to address effects on endangered steelhead.

Environmental Support for the Upper Rincon Main Replacement Feasibility Study

Rincon completed a Feasibility Study for the Upper Rincon Main Replacement Project. The Feasibility Study considered a 2,400-foot segment of the Upper Rincon Main, a portion of which passes over Rincon Creek on a steel support structure. The project assessed three options for the project: an alignment drilled/tunneled under the creek; an alignment through the creek (i.e. support structures placed in the creek); and an alignment over the creek (i.e. from a bridge with no footings in the creek). Rincon completed an environmental considerations and constraints analysis and was integral to developing approaches for CEQA compliance and resource permitting. Rincon developed a schedule to outline required permitting and CEQA clearance timelines.

Bellflower-Somerset Mutual Water Company, Leahy Avenue Well
Bellflower, California

The Leahy Avenue Well project's preliminary design phase was completed in 2013, however, due to permitting issues, the project was delayed for five years.

Geoscience worked with Bellflower-Somerset Mutual Water Company to modify the schedule and budget to get the project back on track and completed. They successfully resolved permitting issues and oversaw efforts to demolish an existing well onsite that was taken off-line because of high arsenic levels.

During the project, Geoscience team:

- Developed specifications
- Oversaw pilot borehole drilling
- Designed and oversaw well construction and development

Permitting

Geoscience helped the client resolve significant permitting issues and meet well production goals.

Prior to completing the final design their team provided isolated zone testing (temporarily sealing portions of the well and only pumping in certain zones) to determine an area where the well should pump to maximize quality, production, and pumping costs. The project successfully met the new schedule and budget, and produces more than 3,500 gpm, with a specific capacity of 60 gpm/ft —meeting water quality and production objectives.

Completion Date: 2013-2018

Total Fee: \$125,000

City of Huntington Beach, Well No. 1 Replacement,
Huntington Beach, California

The City of Huntington Beach gets between 50% and 70% of its water supply from groundwater. Well No. 1 was originally built in 1962, and at 306 feet below ground surface (bgs) could produce 500 gallons per minute (gpm). After 50 years of operation, the well was taken off-line due to reduces pumping rates and deterioration. Because of its age and generally poor condition, rehabilitation was not feasible and a new well was constructed at the same site.

Geoscience designed, provided continuous construction supervision, and oversaw development and testing for the new well. Similar to what would be required for the Well No. 4 project, this well was located in a residential area and had substantial sound mitigation requirements.

At 850 feet bgs, the finished well has four production zones and can produce 2,500 gpm—1,000 gpm more than initial estimates.

The project was conducted in two phases. Phase one constructed the well and was completed form March to May of 2017. Phase two is site construction and improvements and is currently in progress.

Completion Date: 2018-2018

Total Fee: \$130,000

City of Lakewood, Well No. 28, Lakewood, CA

The City of Lakewood relies on groundwater for its municipal water supply and currently uses a network of 10 active production wells. To improve supply reliability and meet increased demand in the future, the City installed a new well (Well No. 28) at the City public works yard.

Geoscience previously completed several wells adjacent to Well No. 28, and helped the City assess the suitability of the selected site.

Geoscience was then selected to develop a Preliminary Design Report (PDR), provide final design, and construction management and observation support.

To develop the PDR, Geoscience reviewed existing data, assessed contaminant sources, developed a preliminary design, reviewed construction constraints including site layouts, and developed an initial cost estimate. Because several production wells were within close vicinity of the project area, we assess well drawdown and interference on the proposed well.

Once the PDR was completed, Geoscience provided bid support and provided construction management and observation to drill the initial borehole and complete isolated aquifer zone testing. The zone testing helped identify well screen depths to maximize groundwater quality since the area had historically high levels of arsenic. Also, the project site was typical of the Los Angeles Basin and had extremely fine-grained sediments, making filter pack and well screen design critical to reduce sand production and turbidity. Based on the results of the zone testing, Geoscience completed the final design and observed well completion including well development by airlifting and swabbing, aquifer testing, and down-hole video inspection.

Once completed, the well successfully produced 2,500 gpm. The zone testing efforts were extremely successful and helped the well meet and exceed water quality standards in an area with known water quality issues.

Completion Date: 2019-2020 / **Total Fee:** \$145,000

Riverside Public Utilities, Well Rehabilitation Program and New Well Siting and Construction, Riverside, California

Well Rehabilitation Program: The City of Riverside has an aging system of 55 active production wells. In order to adequately meet future water demand, the City tasked Geoscience with evaluating and ranking of each of its wells according to needed rehabilitation or replacement. Geoscience evaluated specific wells identified as needing immediate attention, and provided recommended steps to improve capacity and/or return the wells to service. Geoscience prepared standard specifications for the City that included detailed protocols for all recommended well diagnostic, cleaning, rehabilitation, redevelopment, and testing methodologies. Geoscience also evaluated the City's existing monitoring well network and protocols, identified data gaps, recommended network changes as necessary, and developed a ground water monitoring program. To complete the project our team completed the following tasks:

- Review Historical Well Data and Draft Energy Management Plan
- Develop Well Rehabilitation and Replacement Priority List
- Develop Standard Specification for Well Rehabilitation
- Review Background & Historical Data, Estimate Expected Production
- Specifications for New Wells
- Preliminary Monitoring Well Design
- Assist City in Preparing Standard Bid Documents and Details
- Well siting, assessment and design
- Monitoring Well Installation/Retrofit Management for 5 New Monitoring Wells

New Well Construction: Recently, Geoscience worked with Michael Baker International and Hillwood Investment Properties to design and construct three new wells for the City of Riverside. The new wells were required as a condition of a planned development and were turned over to the City after completion. The first two replacement wells completed were, Raub 4-R and Raub 5-R, followed by the Warren Well 4-R.

When completed, Raub 4-R was drilled to a depth of 840 feet below ground surface (bgs) and produced 2,500 gallons per minute (gpm). Raub 5-R was drilled to a total depth of 1,105 feet bgs and also produced 2,500 gpm. Warren 4-R was completed to a depth of 1,200 feet bgs, and produced 2,800 gpm.

Completion Date: 2015-2017 / **Total Fee:** \$223,000

Project Understanding and Approach

Overview

The City of Huntington Park (City) wants to evaluate, redesign, and upgrade Well No. 16 and pumping station. Well No. 16 pumps into Reservoir No. 16 (1.5 million gallon [MG]). The booster pump station is housed in a 22 x 24-foot building. The reservoir provides suction supply to one 25 horsepower (HP) and one 75 HP split case booster pump.

According to Inframark staff, the booster pump station pumps into an open system with two elevated reservoirs. The elevated reservoirs are located near Miles Avenue and Slauson Avenue, and Saturn Avenue and Alameda Street. One reservoir has a cylindrical tank and the other is spherical. Both reservoirs have an estimated high-water level/gradient of 290 feet. Because the mean elevation of the City is 171 feet, the elevated tanks provide a minimum pressure of 40 psi.

The City is currently supplied with the following water sources.

- Metropolitan Water District
- Well 12
- Well 16
- Well 14
- Well 18
- Well 15

Well No. 16

Well No. 16 was originally equipped with a 700 gallon-per-minute (gpm) pump with a 125 HP Delta motor. The pump setting, per the video survey report, is reported at approximately 317 feet below ground surface (bgs) depth. It is our understanding that Well No. 16 has serious issues with sanding, based on the 150 tons of sand pumped into the reservoir. According to eyewitness accounts, it appears the well casing is defective, and portions of the gravel pack are no longer intact. It is very likely that Well No. 16 has reached the end of its useful life, and it may not be possible to cost-effectively rehabilitate the well. At most, a Lakos sand separator device can be installed, and the well pumped at low flows.

Reservoir No. 16

Based on our Google Earth analysis and site visit, Reservoir No. 16 has an approximate diameter of 71 feet and a height of 56 feet. The ground elevation at the reservoir site is 139 feet. Assuming there is five feet of freeboard in the reservoir, the

high-water level/gradient is equal to 190 feet (139 feet + 56 feet – 5 feet), and the low-water level/gradient is equal to 139 feet. Based on the estimated diameter and reservoir height, the reservoir volume calculates to approximately 1.5 MG.

Based on the RFP documents, there are no apparent issues with the tank requiring attention. The City may later consider completing an evaluation of Reservoir No. 16 for conformance with current AWWA D-100 Standards and to determine if there are necessary upgrades. Although there are no current tank issues, if the well pump and the booster pump station do not pump equally, and the booster pump station pumps more than the well, Reservoir No. 16 will empty over time.

Booster Pump Station No. 16

Based on our preliminary research, Booster Pump Station No. 16 pumps from Reservoir No. 16 to two elevated, reservoir tanks located at Miles Avenue and Slauson Avenue, and Saturn Avenue and Alameda Street. The reservoirs have a hydraulic gradient of 290 feet, and they are located west and northwest of the Well No. 16 site with an equal distance of two miles from Booster Pump Station No. 16. Booster Pump Station No. 16 has two existing, split case pumps: one 25 HP and one 75 HP.

The static lift from the bottom of the Well No. 16 Reservoir (139 feet) to the top of the elevated reservoirs (290 feet) is equal to 151 feet (290 feet – 139 feet).

Knowing the static lift between Reservoir No. 16 and the elevated reservoirs (290 feet – 139 feet = 151 feet), the distance to the elevated tanks (2 miles), the horsepower of the pumps (25 hp and 75 hp) and assuming a 14-inch Watermain to the elevated reservoirs, results in the system curve shown on the following page.

Project Understanding

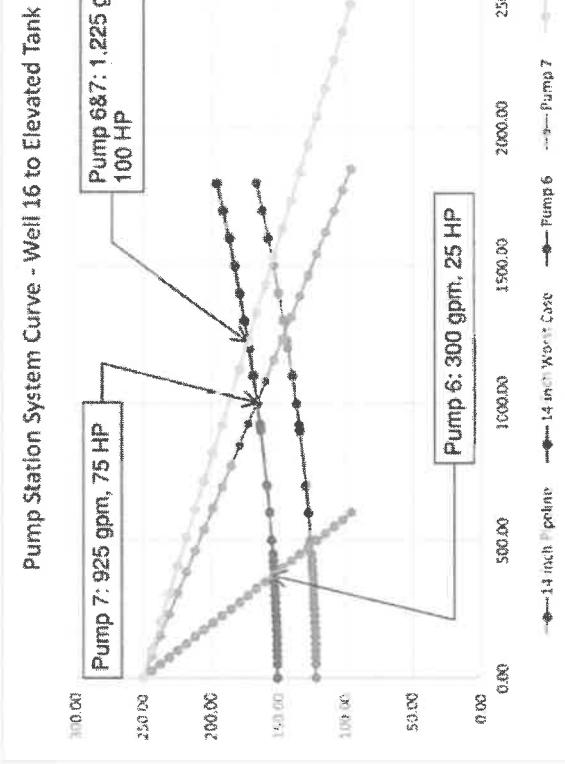
The City is looking for an experienced engineering firm to work closely with City staff; understand the City's water system; and to systematically improve it in an efficient, logical, and economically feasible manner.

The evaluation of the well and the booster pump station will be summarized in a technical memorandum that will include items listed in the RFP. The technical

memorandum will include the following assessments of the well and pump station. The technical memorandum will include the following assessments of the well and pump station.

- Evaluate measures to mitigate pumping sand from Well No. 16
 - Mitigate holes in 14-inch casing pipe
 - Use a Sand Separator
 - Confirm the existing pumping system pumps 300 gpm and 925 gpm
 - Determine needed electrical upgrades for the requirements
 - Provide recommendations on downsizing or taking the booster pump station out of service if Well No. 16 is no longer cost effective to operate
 - Evaluate water sources and determine whether Reservoir No. 16 and Pump Station No. 16 can be supplied by a different well from a well connector pipeline
 - Evaluate City SCADA System and provide recommendations
 - Evaluate possible variable frequency drives (VFD) use benefits, even though VFDs are typically used for closed water system without reservoirs
 - We will provide the data the City has requested in the RFP if it is relevant and beneficial to the project
 - Prepare planning document, conceptual improvement plan exhibits

The plans and specification contract documents will conform to industry standards (American Water Works Association and Regional Water Quality Control Board). We assume the City will be CEQA exempt, considering upgrades are on existing City facilities properties.



This comparison will evaluate the sizes of the current pumps, efficiency and the reliability of the current equipment. The evaluation will be performed by our experienced engineers in mechanical, electrical, automation and controls, and structural engineering. The evaluation will also include the review of the available power supply to determine if the existing size is sufficient for any new equipment. Our experienced electrical engineers will also evaluate locations for new electrical equipment. Based on experience with the local serving utility company, Southern California Edison, they will not permit the meter to be located in the same room as pumping equipment.

The final technical memorandum will determine which equipment in the existing Well No. 16 and booster pumps will meet the requirements of the new pump station, and which equipment will need to be replaced. The report will also provide alternatives showing equipment that is advantageous to the project.

Each alternative will be presented with pros and cons for the City of Huntington Park to consider in their decision-making regarding upgrades for Well No. 16 and booster pump station.

Approach

We plan on evaluating the existing Well No. 16 and Booster Pump Station No. 16 with a fresh view of the hydraulic conditions. We will determine the hydraulic requirements that must be met and then size the appropriate pumps, including the type, to meet those requirements. Once the pumps are sized and selected, we will determine the required equipment necessary to operate the new booster pumps reliably and efficiently, such as electrical equipment and controls. Then we will compare the existing pumps and the equipment to the required pumps and equipment of the new pump station.

Proposed Personnel



Redundancy of Staff

In addition to our key project team members in the organizational chart, Cannon is home to comprehensive staff who are ready to commence project work immediately.

Organizational Chart



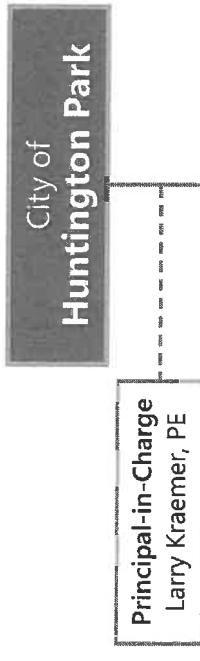
Gary Roepke, PE Project Manager

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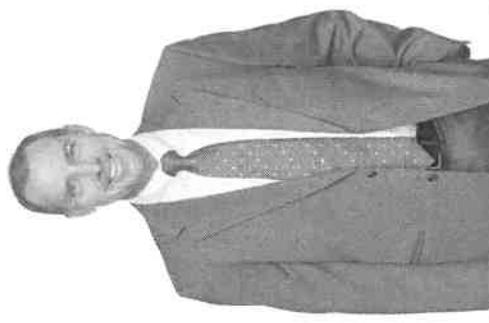
Gary Roepke, PE brings valuable insight and expertise to his role of Project Manager, including more than 43 years of experience managing and/or designing plans for water resource and wastewater systems across Southern California. His project experience encompasses both new construction and upgrades to existing facilities. As Project Manager, Mr. Roepke provides technical oversight of the design team; conducts meetings with City staff and subconsultants; provides project status updates, invoicing, and budget control; estimates cost and scheduling; and provides multi-agency coordination and public outreach.



J. Eric Porkert, PE QA/QC Engineer

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■ 310.382.5121 ☎ 310.633.4913 ☎ 310.664.8877
✉ EricP@CannonCorp.us

Mr. Porkert specializes in water resource and wastewater planning and brings a long, successful history of designing major water transmission mains, water mains, pump stations, potable reservoirs, pressure regulating stations, water wells, collection mains, forebays, and chloramination treatment facilities. He prepares water and sewer master plans, generates opinions of costs, and provides utility coordination as well as directs project management and hydraulic analyses for large municipal water, recycled water, and wastewater facility design.



Gary Roepke, PE Project Manager

Professional Registration

- Registered Civil Engineer, California, No. 48693

Education

- Bachelor of Science, Civil Engineering, Iowa State University, Ames, Iowa

Professional Affiliations

- American Water Works Association
- American Public Works Association
- Association of Water Agencies of Ventura County
- Southern California Water Utilities Association

Office Location

- Los Angeles, California

As a Project Manager Mr. Roepke provides technical oversight of the design team; conducts meetings with City staff and subconsultants; provides project status updates, invoicing, and budget control; estimates cost and scheduling; assists with permitting processes (when needed), and provides multi-agency coordination and public outreach assistance. In addition, he is responsible for applying senior-level engineering design practices and techniques, recognizing design discrepancies in results and detailing design processes/economic data to the City.

Golf Course Well No. 7, Ventura, California: Cannon was selected by the City to prepare design and construction documents for equipping Well No. 7 with a pump, motor, electrical equipment, controls building, SCADA, piping, and site work as required. In addition, Cannon evaluated the existing AC Pipe transmission main, assisted the City with obtaining any necessary permits, and provided bidding and construction phase support services. During the design process Cannon developed alternative well locations for the City's consideration; the alternatives were used to show the impacts on the adjacent golf course and how the project would meet the requirements of the California Department of Public Health. Mr. Roepke served as Project Manager on this project.

Electrical Engineering Services for Plant 209 Pump Station and Backup Generator, Suburban Water Systems, California: Suburban Water Systems (SWS) selected Cannon to provide the electrical, architectural, mechanical, structural, landscape architectural and controls design of the pump station. Cannon designed a pump building to house three 125hp vertical turbine pumps along with the electrical distribution system. The backup power system was designed to provide power for all three pumps, and the low voltage power and SCADA system also. Cannon prepared calculations, design drawings, specifications and cost estimates for permitting, bidding and construction. Cannon also provided construction management and engineering support during the construction phase of the project. Because the project was fast-tracked, Cannon provided design changes to the project during the permitting process. Mr. Roepke performed Construction Management on this project.

Pumping Station and Reservoir Improvements, City of Glendale Water & Power, Glendale, California: Mr. Roepke served as Lead Engineer for this project, which included alterations to an existing 24,000-gpm pumping station, as well as a 2.4-MG reservoir project, which included upgrading the piping, metering, electrical service and controls; modifying the reservoir for potable water; and adding an aqua-ammonia feed system for disinfecting.

Water System Master Plan, Morongo Band of Mission Indians, Cabazon, California: Morongo Band of Mission Indians is an Indian Reservation of approximately 950 residents with five major businesses. Mr. Roepke provided project management for a water master plan that was completed for the reservations and businesses which—upon completion of the master plan—was estimated at \$11.5 million. A hydraulic model was developed and analyzed. The model included seven pressure zones, of which only three were pressurized by reservoirs; the remaining four are pressurized by pressure reducing stations.



Gary Roepke, PE Project Manager (Continued)

Reservoir Effluent Pump Station, Three Valleys Municipal Water District, Claremont, California: Mr. Roepke was the Civil Senior Principal Engineer. Cannon designed a three-pump variable frequency drive pump station with each pump sized at 60 gpm for a total flow of 180 gpm. The first two pumps were used to meet the demand for the Administrative Building and the water for the seals in the wells. The third pump was to be used as a backup pump except for when pre-lube water was needed there would be no backup pump. The system included a 50 gallon hydropneumatic bladder tank which allows the pumps to shut down at lower demands and yet provide the required pressure.

Chevy Chase 968 Reservoir and Pumping Station, City of Glendale Water & Power, Glendale, California: Mr. Roepke provided project management, as an extension of the City Staff, for the 14.5-MG cast-in-place concrete reservoir and 2,300-gpm pumping station. Responsibilities included assisting GWP with consultant selection; reviewing consultants' contracts, plans and specifications; coordinating meetings between City staff, consultants, and the environmental consultant; and coordination with Division Safety of Dams, U.S. Fish and Game, and the Regional Water Quality Board. The estimated project cost was \$32.5 million.

Rockhaven Well, City of Glendale Water and Power, Glendale, California: Mr. Roepke served as Project Manager for the construction of the Rockhaven Well. The project – the drilling of a new well to a depth of 575 feet with a total output of 525 gpm – was located in a residential area and required interaction with the residents in proximity to the project. The project also included complying with Water Quality Control Board Discharge Permit requirements. Mr. Roepke's responsibilities comprised project management, advertising and bidding the project, and filling the role of Construction Manager during the construction of the well.

Glorietta Pump Station Valving Upgrade Project, City of Glendale Water & Power, Glendale, California: Mr. Roepke provided project management as a member of the Glendale Water & Power staff for the design and construction of consisted project consisting of replacement of the pump control valves on two 5,000-gpm pumps with a discharge head of 340 psi. The water distribution system had been experiencing high-pressure surges at the start-up of the pumps. Mr. Roepke reviewed studies and made a recommendation to senior staff for the replacement of the existing plug valves with high-pressure CLA-Valves. His responsibilities included design, purchasing, obtaining City Council approval, and supervising installation and start-up.

Well No. 25 Booster Pump Replacement, City of South Gate, California: Mr. Roepke served as Project Manager and Lead Engineer for the preparation of PS&E for replacement of two of the City's four existing booster pumps at Well No. 25 with Variable Frequency Drive (VFD) controlled vertical turbine pumps. These pumps and motors were replaced to improve the plant's overall efficiency and to qualify for the SCE Energy Efficiency Incentive Program Rebates.

Select Project Experience Summary

- Las Virgenes Municipal Water District (LVMWD) Cornell Pump Station, Las Virgenes, California
- Beverly Hills Pump Station No. 8, Beverly Hills, California
 - Pump Station 1320 Zone, Anaheim, California
 - Rancho Simi Recreation and Park District, Oak Park Lagoon Recirculating Pump Station, Oak Park, California

J. Eric Porkert, PE QA/QC Engineer

Professional Registration

- Registered Civil Engineer, California, No. 57562

Education

- Bachelor of science, Engineering, California State University, Northridge, California

Professional Affiliations

- American Water Works Association

- American Society of Civil Engineers

- Association of Water Agencies of Ventura County

Office Location

- Los Angeles, California

Since 1991, Mr. Porkert has developed professional engineering experience in both the public infrastructure and private development sectors. Specializing in water resource and wastewater planning, Mr. Porkert brings a long, successful history of designing major water transmission mains, water mains, pump stations, potable reservoirs, pressure regulating stations, water wells, collection mains, forebays, and chloramination treatment facilities. He prepares water and sewer master plans, generates opinions of costs, and provides utility coordination. He directs project management and hydraulic analysis for large municipal water, recycled water, and wastewater facility design.

Santa Monica Water Main Replacement, Santa Monica, California: Cannon prepared design plans, specifications, and a cost estimate for the abandonment and removal of approximately 12,500 linear feet of deteriorated 6-, 8-, and 12-inch cast-iron and asbestos cement pipe, and the installation of approximately 12,500 linear feet of ductile-iron pipe. The project required the reconnection of water services, fire lines, and fire hydrants, as well as installation of new fire hydrants. As Project Manager, Mr. Porkert provided bid support and construction observation services, and responded to shop drawing and requests for information, and preparing a final punch list for the contractor.

Big Sky Development, Simi Valley, California: Mr. Porkert served as Project Manager for a water system that included two pump stations, two water reservoirs, and a transmission main. The 1248 PZ pump station was designed with four pumps; two 1,250-gpm pumps operate to meet maximum daily demand for 767 units, and two 2,500-gpm pumps were designed for backup and emergency conditions. The 1470 PZ pump station consists of three 1,250-gpm pumps, one of which operates to supply system demand with the other two pumps serving as emergency backup. Due to the location of the stations within an upscale housing development, Mr. Porkert coordinated closely with structural engineers and architects to integrate the buildings' exteriors with the project architecture and surrounding homes. The water storage facilities included 2.5- and 2.2-MG steel reservoirs. The system also included 3,000 feet of 20-inch PVC water main. Mr. Porkert worked for the developer and with Ventura County Waterworks District No. 8 to complete the project successfully.

Salinas Dam Booster Pump Station – Engineering and Construction Engineering, San Luis Obispo, California: The booster pump station, originally constructed in the 1940's, pumps water from Santa Margarita Lake up and over the Cuesta Grade, down into the city of San Luis Obispo. A 4400 gallon steel surge tank is utilized to control surges in the system that could cause potential damage to the downstream supply line. Cannon was selected to provide engineering and construction engineering services for upgrades to the facility. Mr. Porkert was the Project Engineer on this project.

Select Project Experience Summary

- Las Virgenes Municipal Water District (LVMWD) Cornell Pump Station, Las Virgenes, California
- Beverly Hills Pump Station No. 8, Beverly Hills, California
- Ritter Ranch Development Pump Stations, Palmdale, California
- Pump Station 1320 Zone, Anaheim, California
- Rancho Simi Recreation and Park District, Oak Park Lagoon Recirculating Pump Station, Oak Park, California



Larry Kraemer, PE Principal-in-Charge

Professional Registration

- Registered Civil Engineer, California, No. 44813

Education

- Master of Science, Civil Engineering, Water Resources, California State University, Long Beach, California

- Bachelor of Science, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, California
- Certified Master Modeler in Haestad Methods, WaterCad, StormCad, Pondpack software

Professional Affiliations

- American Waterworks Association
- American Public Works Association
- Water Environment Federation
- California Water Environment Association
- WaterReuse

Office Location

- San Luis Obispo, California

Since 1986, Mr. Kraemer has developed extensive civil and environmental engineering experience within the public sector. He has served as a senior engineer for complex engineering projects dealing with wastewater and water resources. As Director of Cannon's Public Infrastructure division, his duties and responsibilities include the technical oversight of design, construction, and master planning projects, construction contract administration and management for bridges, pipelines, dams, wells, and pump stations. Mr. Kraemer is adept at managing challenging or complex projects due to his astute troubleshooting skills, keen attention to detail, and innovative approach for efficient design.

K-8 and Division Dual Pressure Zone Pump Station, Los Angeles County Waterworks District No. 40, Lancaster, California: This pump station provides 3,200- and 1,500-gpm capacity to the 2555 and 2696 Pressure Zones. Cannon prepared plans, specifications, engineer's opinion of probable cost, and a hydraulic analysis of the existing forebay reservoir piping and remediation of unequal tank levels during fill and emptying cycles. We also provided consulting services for submittal review, RFIs, billing review, site visits, and as-built drawings, and assisted with preparation of the final punch list. Mr. Kraemer served as Principal-in-Charge during the construction phase.

SWS Plant 209 – Engineering Design Services, Covina, California: Suburban Water Systems (SWS) designed a new pump station at Plant 209 for which they requested Cannon provide the electrical, architectural, mechanical, structural, landscape architectural and controls design of the pump station. Cannon designed a pump building to house three 125hp vertical turbine pumps along with the electrical distribution system. Cannon designed the building to include a conference room, office and bathroom. Cannon also designed a backup power plan that utilized an emergency diesel generator and an automatic transfer switch. The backup power system was designed to provide power for all three pumps, and the low voltage power and SCADA system also. Cannon prepared calculations, design drawings, specifications and cost estimates for permitting, bidding and construction. Cannon also provided construction management and engineering support during the construction phase of the project. Cannon provided design changes to the project during the permitting process based on changes required by the local permitting agencies. Mr. Kraemer served as Principal-in-Charge on this project.

Design and Construction Management for Golf Course Well No. 7, Ventura, California: The City depends on local water resources to meet the demands of business and residential use, facilitation of a reliable system was imperative. Buenaventura Golf Course Wells No. 5 and No. 6 were the only wells operating at the time, with Well No. 3 out of service and requiring major rehabilitation. These wells are necessary for the use of the total reliable water supply of 4,100 acre-feet per year (AFY) from the Basin. Cannon prepared design and construction documents for equipping Well No. 7, a replacement for Well No. 3, with a pump, motor, electrical equipment, controls building, SCADA, piping, and site work as required. In addition, Cannon evaluated the existing AC Pipe transmission main, assisted the City with obtaining any necessary permits, and provided bidding and construction phase support services. Cannon developed an alternative well location for consideration by the City. Mr. Kraemer served as Principal-in-Charge on this project.

Select Project Experience Summary

- Las Virgenes Municipal Water District (LVMWD) Cornell Pump Station, Las Virgenes, California
- Beverly Hills Pump Station No. 8, Beverly Hills, California
- Pump Station 1320 Zone, Anaheim, California



Mike Kielborn, PE, LEED AP Project Engineer

Professional Registration

- Registered Civil Engineer, California, No. 70112
- LEED Accredited Professional
- Certified Horizontal Directional Drilling (HDD) Inspector

Education

- Bachelor of Science, Civil Engineering, Loyola Marymount University, Los Angeles, California

Professional Affiliations

- Association of Water Agencies of Ventura County
- American Public Works Association
- American Water Works Association
- California Water Environment Association
- North American Society for Trenchless Technology
- National Association of Sewer Service Companies
- Building Industry Association of Southern California - Los Angeles, Ventura Chapter

Office Location

- Los Angeles, California

Select Project Experience Summary

- Las Virgenes Municipal Water District (LVMWD) Cornell Pump Station, Las Virgenes, California
- Ritter Ranch Development Pump Stations, Palmdale, California

Mr. Kielborn specializes in water and wastewater management planning; water supply, storage, and distribution; and sewer system engineering. Since 1999, Mr. Kielborn has provided construction management/inspection services, primarily working in underground utility construction and infrastructure design. Mr. Kielborn is a certified Horizontal Directional Drilling Inspector and has developed excellent project management, cost estimation, in-field engineering management, inspection, coordination, and scheduling abilities for multi-million-dollar projects.

Ritter Ranch Recycled Water System Master Plan, Los Angeles County Waterworks District, Palmdale, California: The project included preparing a Water System Master Plan for the development and neighboring developments such as City Ranch and Joshua Ranch. The Ritter Ranch development land use resulted in sizing more than 20 potable-water reservoirs, nine pump stations, pressure-reducing stations, supplement wells, and miles of water transmission mains. As Project Engineer Mr. Kielborn assisted with the master planning and sizing process.

Runkle Canyon Booster Pump Station and 2.0 MG Reservoir, Simi Valley, California: The Runkle Canyon Development is a 400-unit KB Home development. To supply the tract with potable water and storage, a new 500-gpm booster pump station and 2.0-MG welded steel reservoir were designed. The existing Pineview pump station was also upgraded. The Runkle Canyon pump station included one operating pump and one standby pump as well as a pressure-reducing station with pressure relief valves—all housed in a decorative block building. The scope of services for both the pump station and reservoir included site grading; a drainage system including catch basins, access road paving, piping, electrical equipment, controls and SCADA system; and project management. Interior and coating specifications were also prepared. Premium efficient motors for the pumping system were selected and specified to meet existing energy efficiency standards. Plan review submittals were processed and approvals coordinated with both Golden State Water Company and the City of Simi Valley. Mr. Kielborn prepared the design, performed sizing calculations, and coordinated with agencies, the City, and subconsultants.

25th Street West 36-inch Water Transmission Main - Antelope Valley East Kern Water Agency, Palmdale, California: Mr. Kielborn served as Project Engineer for the planning and design of a 100% Plan with AVEK. The project included extending the AVEK South Feeder Relief to the 012/25th Street West Turnout and Pump Station. The scope of work consisted of a utility search, property acquisition, pipe calculations, plans, specifications, and opinion of cost.

Pressure Reducing Station and Sustaining Valve Design, Lynwood, California: The City of Lynwood selected us to prepare engineering design plans, construction documents, and an opinion of probable construction cost for two pressure reducing and sustaining valve stations (PRS) and one automated two-way valve on the discharge piping of Well No.8. Mr. Kielborn assisted with preparation of plans and design for the valves and piping.

Cannon



Derek Romer, PE Electrical Engineer

Professional Registration

- Electrical Engineer, California, No. E16396

Education

- Bachelor of Science, Electrical Engineering, California Polytechnic State University, San Luis Obispo, California

Professional Affiliations

- Institute of Electrical and Electronics Engineers (IEEE)
- National Fire Protection Association
- Southern California Water Utilities Association (SCWUA)
- National Council of Examiners for Engineers and Surveyors (NCEES)

Office Location

- Los Angeles, California

Mr. Romer has more than 20 years of experience, including electrical and controls system design, in secondary power distribution, lighting, and instrumentation, as well as reservoirs, sewage lift stations, wastewater treatment plants, and water treatment plants. His expertise comprises project management, field investigations, calculations, preparation of design drawings and specifications for bid packages, review of bid packages and construction shop drawings, and construction management, including troubleshooting during project startup and inspection. Mr. Romer's pump station designs feature energy-efficient systems and promote off-peak power use.

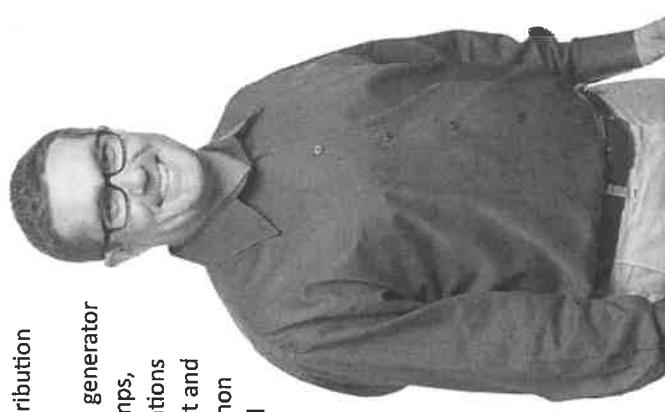
Electrical Engineering for Plant 224 Pump Station and Backup Generator, Covina, California: Suburban Water Systems (SWS) designed a new pump station and reservoir site at Plant 224. Cannon provided the electrical, controls, instrumentation and SCADA panel design of the pump stations. Cannon was also responsible for designing a backup power plan that utilized an emergency diesel generator and an automatic transfer switch. The backup power system was designed to provide power for two separate pump zones and operate one zone at a time. To accomplish this, Cannon designed a control system that would allow this single-pumping zone scheme. The low-voltage power and SCADA system was also designed to be powered by the generator. Through close consultation with SWS, the power, controls, and instrumentation requirements were determined for the new pump stations. Cannon prepared design drawings and specifications for bidding and construction. As Project Manager, Mr. Romer provided design for the electrical, controls, instrumentation, SCADA panel, and backup power design. He also coordinated with SWS for instrumentation requirements. He provided quality assurance for drafting services provided by the project team.

Electrical Engineering Services for Plant 209 Pump Station and Backup Generator, Suburban Water Systems, California:

Cannon designed a pump building to house three 125hp vertical turbine pumps along with the electrical distribution system. Based on the wishes of SWS, Cannon designed the building to include a conference room, office and bathroom. Cannon was also responsible for designing a backup power plan that utilized an emergency diesel generator and an automatic transfer switch. The backup power system was designed to provide power for all three pumps, and the low voltage power and SCADA system also. Cannon prepared calculations, design drawings, specifications and cost estimates for permitting, bidding and construction. Cannon also provided construction management and engineering support during the construction phase of the project. Because the project was fast-tracked, Cannon provided design changes to the project during the permitting process based on changes required by the local permitting agencies. Mr. Romer was the Project Manager and Senior Principal Electrical Engineer.

Select Project Experience Summary

- Las Virgenes Municipal Water District (LVMWD) Cornell Pump Station, Las Virgenes, California
- Beverly Hills Pump Station No. 8, Beverly Hills, California
- Ritter Ranch Development Pump Stations, Palmdale, California
- Pump Station 1320 Zone, Anaheim, California
- Rancho Simi Recreation and Park District, Oak Park Lagoon Recirculating Pump Station, Oak Park, California



Dave Dutcher, PE Automation Engineer

Professional Registration

- Control Systems Engineer,
U.S. Air Force Academy,
Oregon, 78629PE

Education

- Bachelor of Science,
Engineering Science,
U.S. Air Force Academy,
Colorado Springs, Colorado

Professional Affiliations

- PLC Software: Allen-Bradley
ControlLogix, Siemens 57,
and Modicon Quantum
- HMI Software: Wonderware
System Platform InTouch,
FactoryTalk View ME/SE,
Siemens WinCC

- Fieldbus Applications:
Profinet, DeviceNet,
ControlNet, and Modbus

Office Location

- San Luis Obispo, California

Since 2001, Mr. Dutcher has built extensive experience in designing and commissioning complex control systems for public agencies and private industries. His experience has provided clients with innovative solutions to automated processes while striving for efficiency at all levels – from design to build to operations and ongoing maintenance/support. Mr. Dutcher has worked on projects ranging from multi-million-dollar “green-field” installations to small facility SCADA upgrades and retrofits. He has a passion for delivering elegant control system solutions that “make life easier” for clients.

Las Vegas Street Wastewater Treatment Plant, Colorado Springs, Colorado: Mr. Dutcher was responsible for a control system and SCADA software design and implementation of an upgrade to a 40-MGD plant headworks facility. He implemented a control system upgrade for the headworks controllers, including all integration, testing, and start-up requirements. Mr. Dutcher completed retrofit programming on existing Allen-Bradley PLCs while maintaining existing operations. He delivered a successful start-up with excellent client feedback. The project was completed under budget, exceeding margin expectations.

Wastewater Treatment Facility Upgrades, McFarland, California: Cannon was selected to be an on-call municipal wastewater engineer for the City of McFarland for a three-year term. While under this contract, Cannon was tasked with the development of wastewater facilities integration and SCADA programming for both the wastewater plant and three collection system lift stations. Beginning with the headworks construction, Cannon developed the backbone system for the ultimate wastewater facility's phased expansion. Mr. Dutcher provided Automation services.

LCSD Wastewater Reclamation Plant Upgrade, Santa Maria, California: Due to aging infrastructure, anticipated growth, and a desire for greater effluent disposal flexibility, the Laguna County Sanitation District (LCSD) embarked on a two-phase program to upgrade and expand its WWRP. In partnership with Carollo Engineers, Cannon was selected to provide the planning and design efforts for the (LCSD) Phase 1 wastewater treatment plant upgrade. Phase 1 plant upgrades consisted of designing a new headworks facility and activated sludge process for replacement of the existing Trickling Filter wastewater process. Mr. Dutcher provided Automation services.

CCWRD Solids Dewatering Facility, Las Vegas, Nevada: Mr. Dutcher led the control system design and implementation for a new \$118 million solids dewatering facility. He integrated a new control system with the existing plant SCADA system. He produced P&IDs, specifications, and all detailed design drawings; authored control strategies for all dewatering systems; developed test procedures for system testing; and coordinated with the general contractor to complete installation and start-up of the facility. This facility is now one of the largest centrifuge dewatering facilities in the Western United States. Mr. Dutcher completed the testing, start-up, and performance testing on schedule and within budget. CCWRD Operations staff was pleased with the operation and control of the new solids building.

Select Project Experience Summary

- Las Virgenes Municipal Water District (LVMWD) Cornell Pump Station, Las Virgenes, California
- Beverly Hills Pump Station No. 8, Beverly Hills, California

Marshall Pihi, SE Structural Engineer

Professional Registration

- Registered Structural Engineer, California, No. 5101
- Registered Civil Engineer, California, No. 61406

Education

- Master of Science, Civil Engineering (Structural), Columbia University, New York City, New York
- Bachelor of Science, Civil Engineering, Columbia University, New York City, New York
- Bachelor of Engineering Science, Pacific Lutheran University, Tacoma, Washington

Professional Affiliations

- American Society of Civil Engineers
- National Council of Examiners for Engineers and Surveyors
- International Code Council
- American Concrete Institute
- American Public Works Association
- Central Coast Chapter - American Institute of Architects
- California Association of Harbor Masters and Port Captains

Office Location

- San Luis Obispo, California

Mr. Pihi has provided structural engineering services since 1984. He is knowledgeable in design and analysis for each type of new construction, renovations, and repair of structural damage due to water, rot, fire, and natural disaster. His experience includes design and analysis of wood, concrete, masonry, and steel structures. In addition to structural design and analysis, he has been involved in a number of projects as a structural engineering expert witness and consultant concerning various insurance claims and repairs.

San Ardo Clarifier Structural Evaluation, San Ardo, California: The client had concerns regarding the condition of a truss structure that spans across a clarifier tank. A truss structure spanned the tank supporting two agitator systems and a steel shell structure. The steel truss structure and attached components had experienced moderate to extreme corrosion. Cannon visited the site to document the corrosion damage and condition at the truss support connections. Further, Cannon created a computer model to evaluate the stress levels in the truss members. Based on our observations and analyses, we developed a plan to repair and recoat the clarifier truss and supported components. Mr. Pihi performed the site observations, directed the analyses, and developed the repair drawings.

Greystone Reservoir Corrosion Review, Beverly Hills, California: Cannon was retained to provide structural analysis and design development to address the necessary rehabilitation for the aging infrastructure at Greystone. The structural scope was to evaluate areas of damaged concrete and develop repairs using products appropriate for use when exposed to treated water and that would not release chemicals into the water that would affect water quality. In an attempt to detect substrate delamination, a hammer was used to "sound" the concrete in areas of corrosion to detect substrate delamination. No evidence of delamination was found. Unprotected steel was observed to be severely corroded. Mr. Pihi served as Structural Engineer.

San Ardo Central Treatment Complex, San Ardo, California: As part of a design team, Cannon provided assistance in the development of a new facility comprising oil dehydration, gas sweetening, steam generation, vapor recovery, and oil storage plants. Cannon's site development services have included assistance in the preliminary design phase, including topographic surveying, record boundary mapping, facility layout, and earthwork balancing design. In detailed design and permitting phases, Cannon was responsible for detailed grading and drainage construction plans, site accessibility design, as well as agency compliance support which included a flood plain and drainage study, and regulatory exhibits. The scope of services also included civil and structural detailed design as part of a complex ground infiltration system for water plant discharge. In addition to design services, Cannon provided ongoing site preparation efforts through project team coordination, exhibits, and survey staking. As Structural Engineer of Record, Mr. Pihi designed some structural components and reviewed the structural design work of staff engineers.

Select Project Experience Summary

- Beverly Hills Pump Station No. 8, Beverly Hills, California
- Pump Station 1320 Zone, Anaheim, California
- Rancho Simi Recreation and Park District, Oak Park Lagoon Recirculating Pump Station, Oak Park, California



Jennifer Haddow, PhD, MSc, AIEMA, Principal Environmental Scientist

Rincon

Education

- Ph.D., Biogeochemistry, University of Aberdeen, UK
- M.Sc., Environmental Science, University of Aberdeen, UK; B.Sc., Environmental Policy Analysis and Planning, University of California, Davis; Associate, Institute of Environmental Management and Assessment (AIEMA)

Dr. Haddow has over 17 years of experience managing each level of environmental documentation for infrastructure projects, with an emphasis on water supply, conveyance and quality projects, and watershed planning studies. Dr. Haddow has strong project leadership skills and provides exceptional quality assurance / quality control (QA/QC) guidance. Dr. Haddow's philosophy is to provide excellent, "no surprises" consultancy advice and expertise to her clients. This includes advising on both environmental and stakeholder issues that may arise during projects and the implications of those decisions that could impact project schedules and costs.

Dr. Haddow serves as the contract manager for Rincon's on-call contract with Metropolitan Water District of Southern California, and managed preparation of the CEQA documentation for the Santa Ana River Bridge Seismic Retrofit and Routine Maintenance Project, the Palos Verdes Reservoir Upgrades Project, the Perris Valley Pipeline Extension Addendum and the Jensen Water Treatment Plan 1MW Solar Project. In addition, Dr. Haddow is overseeing construction monitoring for the F.E. Weymouth Water Treatment Plant Upgrades Project and Santa Ana River Bridge Seismic Upgrades Project. Dr. Haddow managed the CEQA process for the Lower Santa Clara River Salt and Nutrient Management Plan, which is driven by the State's Recycled Water Policy, and oversaw the preparation of CEQA-Plus biological resources and cultural resources technical studies for a joint recycled water pipeline project between Las Virgenes Municipal Water District and Los Angeles Department of Water and Power.

Aubrey Mescher, MESM, CEQA & Permitting

Education

- M.E.S.M., Water Resources Management; University of California Santa Barbara
- B.A., Environmental Studies/Film Studies; Emory University

Ms. Mescher has over 16 years of experience preparing CEQA and NEPA documentation and technical impact analyses for a variety of projects, with a focus on water supply infrastructure and facilities. Previous experience with water districts in Southern California includes a variety of CEQA/NEPA analyses conducted for the City of Whittier, Metropolitan Water District of Southern California, Las Virgenes Municipal Water District, Ventura County Watershed Protection District, United Water Conservation District, and Coachella Valley Water District, among others. Ms. Mescher is currently managing preparation of CEQA analysis and documentation for the City of Whittier's Murphy Reservoirs Replacement Project, which involves the upgrade and replacement of critical water supply facilities in Los Angeles County. Ms. Mescher recently completed the preparation of an Initial Study and Mitigated Negative Declaration for the Water Replenishment District (WRD) of Southern California's Sativa Well #5 Project, which involves upgrades to existing groundwater pump and treatment infrastructure in order to improve the quality of potable water provided by WRD. Further, Ms. Mescher is familiar with CEQA-Plus requirements associated with federal funding opportunities, and regularly provides analyses and documentation for compliance with CEQA-Plus; should the City of Huntington Park decide to pursue federally supported grant funds for the project, Ms. Mescher is adept at guiding water agency clients through the requirements and processes associated with such endeavors, and streamlining those efforts to the maximum extent feasible.





Terry has completed more than 350 well projects over the course of his career. He is currently a Senior Geohydrologist at Geoscience and manages our well construction group—overseeing project aspects ranging from specifications and design, to video surveying and construction, to complete project oversight and scheduling. Terry has performed project management and well construction management and supervision on several multi-well projects throughout California including water supply wells, ASR wells, injection wells, and monitoring wells.

Orange County Water District, Alamitos Barrier Improvement Project: The Alamitos Barrier uses a network of 43 injection wells near the coast in southeastern Los Angeles County, and northwestern Orange County. The wells inject freshwater into the local basin to prevent seawater intrusion, protecting local groundwater supplies. Terry oversaw efforts to oversee drilling and construction, and perform testing and reporting for 17 injection wells, four nested monitoring wells, and two shallow piezometer wells. The project was completed under budget and on-time, meeting and exceeding client expectations.

City of Huntington Beach, Replacement of Well No. 1: As the Project Manager, Terry oversaw preliminary design documents, technical plans and specifications for drilling, construction, development, and testing. To overcome the project challenges our team provided additional construction management and detailed design recommendations. Our team's efforts were successful in meeting the project's water quality and production requirements—exceeding expectations and completing the project on-budget and on-time.

Bedford Coldwater, Monitoring Wells: Terry is currently developing designs for two new monitoring wells to help a groundwater sustainability agency implement their groundwater sustainability plan. Once initial design has been completed, Terry will oversee well drilling and provide contractor oversight.

Municipal Water District of Orange County: Dana Point Ocean Desalination Project Hydrogeology Investigation, Phase I Intake Technology for Desalination Project: Terry provided field supervision during drilling and testing efforts for four boreholes at the mouth of the San Juan Creek near Dana Point. Terry also supervised monitoring and construction of two, triple completion cluster monitoring wells.

Pico Water District, Well Number 11: Terry oversaw efforts to complete a well-siting assessment and recommendations, drafted technical plans and specifications, perform contractor bid assistance, and support permitting with regulatory agencies. Selecting a suitable site for the project was challenging because of economic feasibility considerations. Working with the district and under Terry's supervision, our team successfully found solutions to integrate the new well into the existing system and meet the drilling, construction and testing completion dates set for early 2018.

Elsinore Valley Municipal Water District, Multiple Projects: As part of an on-call contract, Terry led efforts to rehabilitate six existing wells ranging in depth from 105 ft to 1,700 ft. Our team performed an initial site assessment, developed well designs, and oversaw production well construction. Currently, Terry is leading efforts to help the district to mitigate air entrainment in discharge water from an existing well.

Professional Registrations:

- California Professional Geologist (No. 9046)
- Certified California Hydrogeologist (No. 1038)

Education

- BS, Geology, Cal Poly Pomona

Office Location

- San Dimas

Professional Licenses

Project Manager
Gary Roepke, PE
Professional Engineer License

Principal-in-Charge
Larry P. Kraemer, PE
Professional Engineer Li

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AND LAND SURVEYORS

QA/QC Engineer
J. Eric Porkert, PE
Professional Engineer

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Project Engineer
Michael Kielborn, PE
Professional Engineer

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Michael Joel Kielburn
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Is Duly Licensed As A
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING

Professional Services for Water Engineering Design Services of Well No. 16

Structural Engineer
Marshall Pihi, SE
Professional Engineer License

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STRUCTURAL ENGINEER

CERTIFICATE NO. S 5101
EXPIRATION 06/30/23

MARSHALL, ROBERT PIHL
1252 ALDER CT
SAN LUIS OBISPO CA 93401

Signature

QUALIFIER NO. C 09061406
RECEIPT NO. 11312038

Controls Engineer
Dave Dutcher, PE
Professional Engineer License

STATE OF OREGON

BOARD OF EXAMINERS FOR ENGINEERING & LAND SURVEYING

David Matthew Dutcher

This certifies that the person named above
is registered and as authorized professional
engineer

License Number: 780398
Expiration Date: 12/31/23



Electrical Engineer
Derek Romer, PE
Professional Engineer License

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ELECTRICAL ENGINEER

CERTIFICATE NO. E 16396
EXPIRATION 06/30/23

DEREK ROMER
2407 BOULEVARD DEL CAMPO
SAN LUIS OBISPO CA 93401

Signature

RECEIPT NO. 11312036

Quality Assurance/Quality Control Program

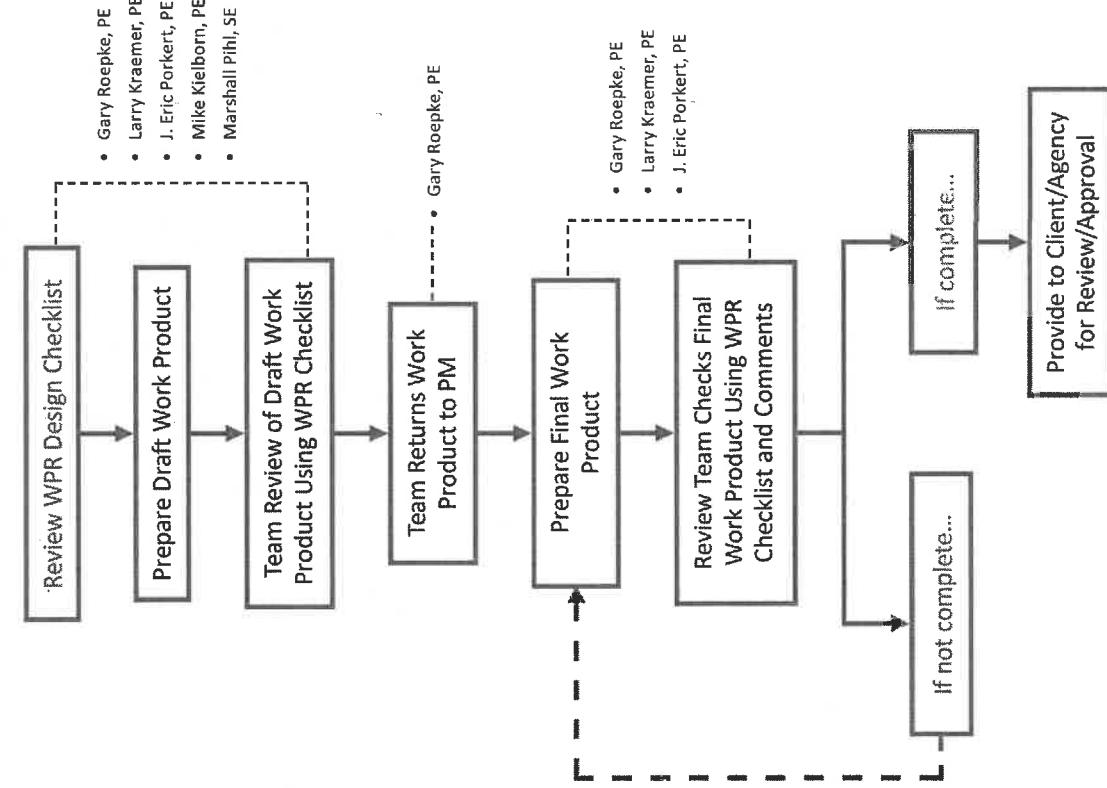
With your project's main objectives in mind, our Program Manager will implement Cannon's Quality Assurance/Quality Control Program. Cannon has earned a strong reputation for product delivery and professional service. We have built and continue to develop a comprehensive internal control process to provide the highest level of quality to save our clients time and money. This process incorporates peer review and progress reporting to better meet our clients' desires for project design, costs, and schedule milestones. These processes are integral to our way of doing business, allowing us to establish and maintain schedules and budgets, develop cost saving strategies, and sustain our commitment to quality.

These processes include a Work Product Review Program (the most significant element of our QA/QC for the design process), Project "Look Backs" to capture and share lessons learned, Earned Value Analysis (EVA) program to manage deliverable completion and value, and Project Progress Reviews which use our project management software.

We know we have done it right when we get a set of plans back without a single redline, when a project is constructed with low number of RFIs, and when we get positive feedback from our clients. In addition, we employ cost savings strategies that have been effective in managing projects for public and private industry clients. These strategies may include: cost benefit analysis and value engineering reviews; and alternative technologies review or innovative approach analysis.

Our work flow incorporates Quality Review processes to ensure compliance with standards and that our engineering services are accurate, efficient, and fully meet our clients' expectations. We place key emphasis on "Getting it Right the First Time."

Overview of Cannon's Quality Assurance/Quality Control Program

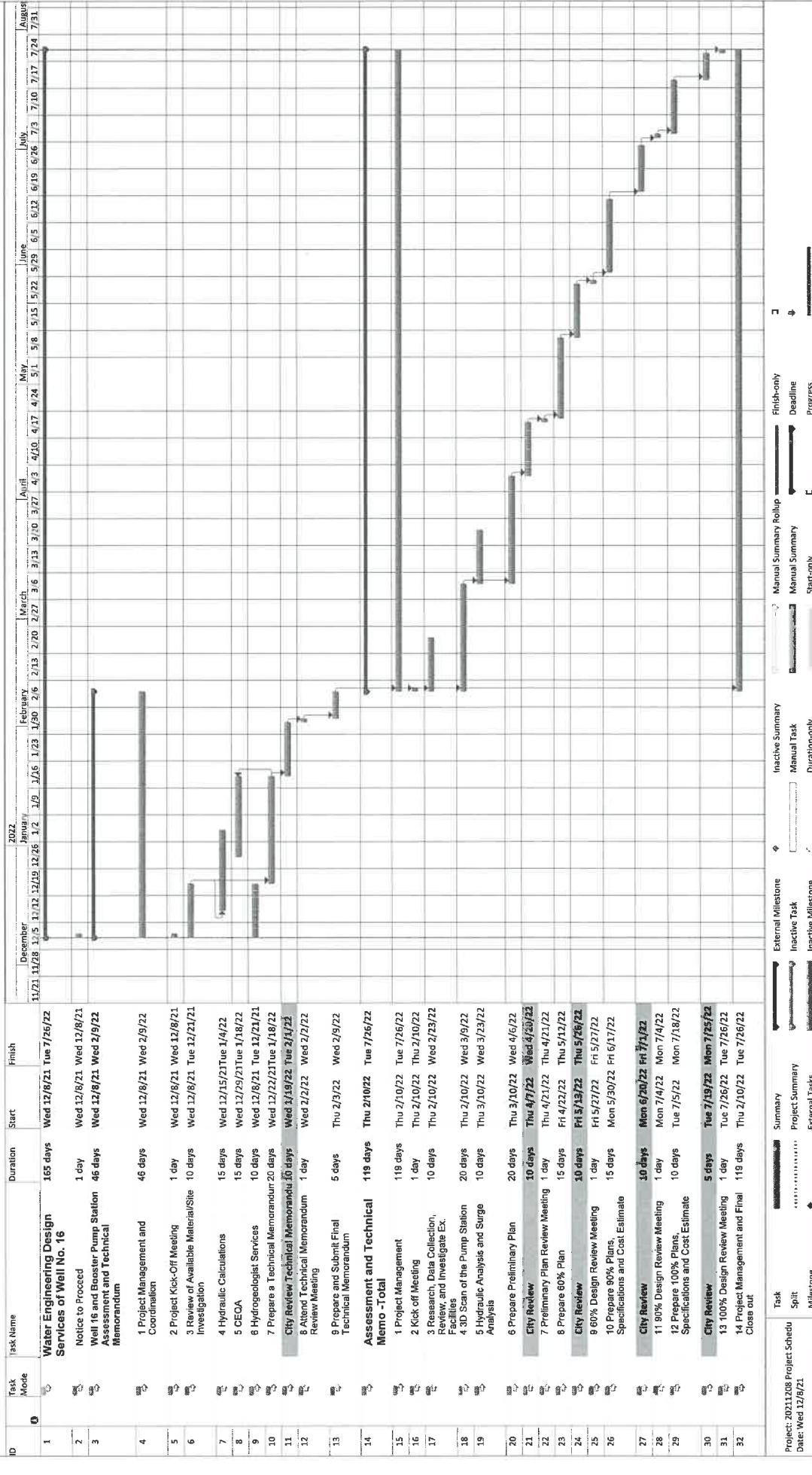


References

The following table provides a quick look at clients references whom our proposed personnel have provided services for on similar projects.

Client Reference	Contact Information	Relevant Projects
Las Virgenes Municipal Water District	Acevedo Mercedes, Project Manager 4232 Las Virgenes Road, Calabasas CA 91302 818.251.2147 ☎ macevedo@lvmwd.com	<ul style="list-style-type: none"> Las Virgenes Municipal Water District, Cornell Pump Station, Las Virgenes, California
City of Beverly Hills	Tristan Malabanan, PE, City Engineer 345 Foothill Road Beverly Hills, CA 90210 310.285.2486 ☎ tmalabanan@beverlyhills.org	<ul style="list-style-type: none"> Beverly Hills Pump Station No. 8, Beverly Hills, California
Rancho Simi Recreation and Park District	Jonathan Schwartz, Project Manager 4201 Guardian St. Simi Valley, CA 93063 805.584.4431 ☎ jonathan@rsrpdu.us	<ul style="list-style-type: none"> Rancho Simi Recreation and Park District, Oak Park Lagoon Recirculating Pump Station, Oak Park, California
Camarosa Water District	Terry Curson, PE 7385 Santa Rosa Road, Camarillo, CA 93012 805.482.8063 ☎ TerryC@Camrosa.com	<ul style="list-style-type: none"> 4C Tank and Pump Station Chemical Storage and Feed System Reservoir 1B Communication Control Facility
City of Santa Monica	Tom Shahbazi, PE, Civil Engineer 1437 4th Street, Suite 300 310.434.2618 ☎ tom.shahbazi@smgov.net	<ul style="list-style-type: none"> Olympic Water Transmission Main, Santa Monica, California Water Main Replacement 2017/2018, Santa Monica, California
City of Santa Monica	Carlos Rosales, PE CIP Project Manager 1437 4th Street, Suite 300 310.434.2618 ☎ Carlos.Rosales@smgov.net	<ul style="list-style-type: none"> 14/15 Water Main Replacement SP2297 - As Built, Santa Monica, California
Santa Clarita Valley Water Agency	Brent Payne, PE, Principal Engineer 26521 Summit Cir Santa Clarita, CA 91350 661.29.1600 ☎ bpayne@scwater.org	<ul style="list-style-type: none"> Plum Canyon/Skyline Ranch Pump Station, Santa Clarita, California Deane Tank Pump Station and Skyline Pump Station
Los Angeles County Public Works	Stacey Katsandonis, PE Senior Civil Engineering Assistant 626.300.4817 ☎ Skatsandonis@dpw.lacounty.gov	<ul style="list-style-type: none"> Ritter Ranch 012/25th Street West Pump Station

Project Schedule
Water Engineering Design Services Well No. 16
Project No. 2021-14
December 13, 2021



Appendix:

- Scope of Work
- Addenda Acknowledgment

Scope of Work

Part 1. Assessment and Technical Memorandum

Task 1 – Project Management and Coordination

Project management is a continuous activity that commences with the receipt of the Notice to Proceed and continues through submittal of the final project deliverables. This task will include progress monitoring and reporting.

Task 2 – Kick Off Meeting

We will attend and facilitate a project kick-off meeting. This meeting will include representatives from the City and the Cannon consulting team. The meeting will include discussion of technical issues related to project schedules and identify key issues and goals. This meeting represents a key opportunity for representatives from the City to steer the Project Team and further clarify critical elements of the project scope. Meeting notes of the kick-off meeting will be compiled and distributed to all participants within five working days after the meeting. One electronic copy will be submitted to the City's Project Manager.

Task 3 – Review of Available Material/Site Investigation

This task includes the following:

- Collecting relevant information with the Project Team and City staff;
- Review as-built drawings and reports provided by the City and Inframark:
 - Water System Master Plan 1970
- Review modifications to the pump station and piping that have been made since the pump station's inception.
- Data synthesis and analysis for the well and pump station design.

Site investigation will include a condition assessment of all of the existing electrical mechanical equipment and Structural Control Panel MCC. This will include the following:

- a. Valves
- b. Piping within Cornell Pump Station
- c. Pump #6 and Pump #7

- d. Electrical motor (Pump #6) and natural gas engine (Pump #7)
- e. Pump and energy efficiency testing
- f. Building inspection

Task 4 – Hydraulic Calculations

We will prepare hydraulic calculations to analyze the size of the pump station to assist optimal pump selection for the pump station.

Task 5 – CEQA

We will provide CEQA recommendations including the anticipated environmental documentation requirements associated with the different alternatives for the pump station upgrades. Several avenues of research will be pursued to evaluate environmental issues in the project area, including (1) review of existing project information and (2) limited review of existing environmental records and literature relevant to the project site.

The recommendations will include the following components:

- Brief description of the project site and vicinity
- Summary of environmental issues
- Identification of CEQA requirements for the proposed design alternatives

Task 6 – Hydrogeology Services

In order to gain a complete picture of the history and issues associated with Well No. 16 Geoscience will obtain, compile, and review all relevant data. This data will include, but is not limited to:

- Existing borehole logs;
- Groundwater elevation data;
- Well construction details;
- Water production records;
- Recent and historic down-hole video survey(s);
- Interviews with contractors who have worked on the well; and
- Operational details and history.

Task 7 – Prepare a Technical Memorandum

The Technical Memorandum will include the following:

- Summary of hydraulic calculation for sizing the pumps
- Summary of the condition assessment of the existing pumps, electrical equipment, mechanical equipment, VFDs, HVAC and structural aspects of the existing building.
- Evaluation of different power alternatives for the pumps and recommend motor and engine replacement.

Recommendations for replacement of motors and pumps taking into consideration maximizing pump efficiency and capacity to meet the hydraulic requirements of the City water system and limitations of runtime due to AQMD and other permitting requirements. The recommendation will consider the footprint of the booster pump station.

Operational costs of the proposed improvements along with Opinion of Construction Cost for the alternatives.

Task 8 – Attend Technical Memorandum Review Meeting

We will meet with City staff and Inframark to review the comments and revisions for the Technical Memorandum.

Task 9 – Prepare and Submit Final Technical Memorandum

We will review the comments of the City staff and Inframark received at the review meeting and incorporate them into the Final Technical Memorandum.

Part 2. Plans and Specifications

Task 1. Project Management

This project will require set-up, scheduling, controlling, and correspondence between the City and the project team members. Correspondence includes telephone conversations, emails, project bi-weekly status reports, meeting minutes, and project memorandums. Project management will include monthly meetings and detailed invoices.

Task 2 – Kick-Off Meeting and Site Visit

We will orchestrate and attend a project kick-off meeting with appropriate personnel from City. The meeting agenda will focus on project understanding,

- team involvement, project constraints, and the anticipation of design development impediments. This meeting will also include a project introduction, review of background information and project scope, and defining of the project schedule.
- During this meeting, we will determine a means of issuing document revisions to confirm the City receives timely information throughout the course of the project.
- This meeting represents a key opportunity to interview representatives from the City to steer the consultant team and further clarify critical elements of the project scope. The meeting will include the City Engineer and Inframark's operations superintendent.

Task 3 – Research, Data Collection, Review, Verification, and Investigation of Existing Facilities

We will coordinate with the public and private utility providers of the existing facilities at the project site and obtain record drawings and as-built information. Potential utility conflicts and/or relocation requirements will be identified and evaluated, as needed, to reduce unexpected design modifications or construction delays. We will compile and review the documents for inclusion into the preliminary design and design tasks defined below. Operations staff will play an integral role in this phase in that the information required for the controls system upgrade will be tailored to their specific needs. Existing and proposed components will be verified and tested, if required, to determine the best course of action to move forward with.

Task 4 – 3D Scan of the Pump Station

We will perform a 3D scan the pump station in lieu of not having as built plans.

Task 5 – Hydraulic Analysis and Surge Analysis

We will prepare hydraulic calculations to analyze system curve of the pumping system. Additionally, we will generate a system curve for the pump station and plot the new pump curves. This will assist optimal pump selection for the project. Cannon staff will provide a surge analysis of the new pumping system and, if necessary, specify the surge protection accordingly.

Task 6 – Preparation of Preliminary Plan

With the information gathered from tasks 1-5, we will prepare a preliminary plan to evaluate the preferred upgrades to the pump station. We will locate the placements of the new pumps, electrical equipment, and building. We will submit a preliminary set of plans for the City's review.

Task 7 – Preliminary Plan Review Meeting

We will attend a meeting with City staff to review and discuss the preliminary set of plans.

Task 8 – Preparation of 60% Plans and Specifications

Based on the findings and results of the previous tasks, we will prepare a design plan package for submittal. This submittal package will include the construction plans, details, and electrical drawings. We will submit a “review submittal” design plans package for City review and comment at a design and detail level of approximately 60% of the anticipated, final construction documents. The design plan packages will consist of 24-inch x 36-inch sheets. The anticipated list of drawings are as follows:

- Site Plan
- Finished Grading Plan
- Piping Plan - Suction and Discharge and Pressure Relief Plan and Sections
- Pump and Pump Can Plan and Sections
- Piping Details
- Chain Link Fence and Gate Plan
- Electrical Notes and Abbreviations
- Electrical Site Plan
- Single Line Diagram and Load Schedule
- Switchboard and MCC Elevations
- Electrical Power Plan including Grounding
- Instrumentation Plan
- Instrumentation Details
- Conduit, Panel, and Lighting Schedules
- Electrical Details
- Pump Control Diagrams
- Piping and Instrumentation Diagram (P&ID) Plan
- Programmable Logic Controller (PLC) Control Panel Elevation
- PLC Control Panel Wiring Diagram
- PLC Control Panel Bill of Materials
- PLC Control Panel Loop Diagrams (per input/output module)
- Structural Notes and Specifications
- Structural Plans
- Structural Details

Site and Mechanical Design

Site Plan

- Layout of new pump station within the provided site using existing drawing information.
- Layout of pump cans and pumps, suction and discharge piping, and valve plan.

Structural Design

- General structural notes
- Structural calculations
- Pump Station Building foundation plans
- Pump Station Building plans
- Building details
- Structural specifications

Electrical Design

Site Electrical

- Coordinate with Southern California Edison for new service
- Prepare electrical distribution plan including grounding.
- Prepare instrumentation conduit and wire plan.
- Prepare lighting plan.
- Prepare pump control diagrams.
- Prepare design of emergency generator and automatic transfer switch
- Prepare electrical specifications

Automation and Communications

- Prepare P&ID drawings
- Prepare Automation plans based on SCVWA typical plans
- Specify instrumentation

Task 9 – 60% Design Review Meeting

We will attend one meeting with City staff to review and discuss the design submittal at the 60% completion stage.

Our attention to detail will confirm that the pump station designs will address the needs of the City and provide a finished product that will reliably serve the community for many years to come. We will address the following detailed design items within the design plan package:

Task 10 – 90% Plans, Specifications and Cost Estimate

Based on the findings and results of the previous tasks, we will prepare and submit design plan package at the 90% approximate completion level for the pump station. Separate design plan packages will include title sheet notes, plans and profile sheets, detail sheets, and technical specifications. Design plans will be prepared in accordance with project required standards; we will focus on technical specifications and special conditions that use and reference the City's standard boilerplate specifications to include with the 90% submittal. Additionally, we will attend a meeting with the City to review and discuss the 90% design submittal.

Task 11 – 90% Design Review Meeting

We will attend one meeting with City staff to review and discuss the design submittal at the 90% completion stage.

Task 12 – 100% Plans, Specifications and Cost Estimate

Based on the finalized project design issues resolved during the preceding tasks, we will prepare and submit a 100% construction documents bid package for the pump station. This submittal package will contain complete construction plans, technical specifications, known permit conditions, and an opinion of probable construction costs. Final plans will incorporate comments from the City's review of the 90% design plan package. Bid documents will be prepared in the City's standard format. We will provide electronic copies and three hard copy sets of the complete bid package to the City.

Task 13 – 100% Design Review Meeting

We will attend one meeting with the City staff to review and discuss the design submittal at the 100% submittal stage; we only anticipate minor comments at this meeting.

Task 14 – Project Management and Final Close Out

The project design and construction document preparation and close out also requires project administration, scheduling, controlling, and correspondence between the City and utility agencies. Correspondence includes telephone conversations, emails, project status reports, monthly status reports, project memorandums when necessary and detailed monthly invoices.



WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16
FLORENCE AVENUE AT SALT LAKE AVENUE
PROJECT NO.: 2021-04

WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16
FLORENCE AVENUE AT SALT LAKE AVENUE
PROJECT NO.: 2021-04

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

Statement of Proposer Acknowledgment

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

John Robert

Cannon Corporation
Contractor Name
Signature

Senior Principal Engineer
Title
December 13, 2021
Date

Statement of Bidder Acknowledgment

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

John Robert

Cannon Corporation
Contractor Name
Signature

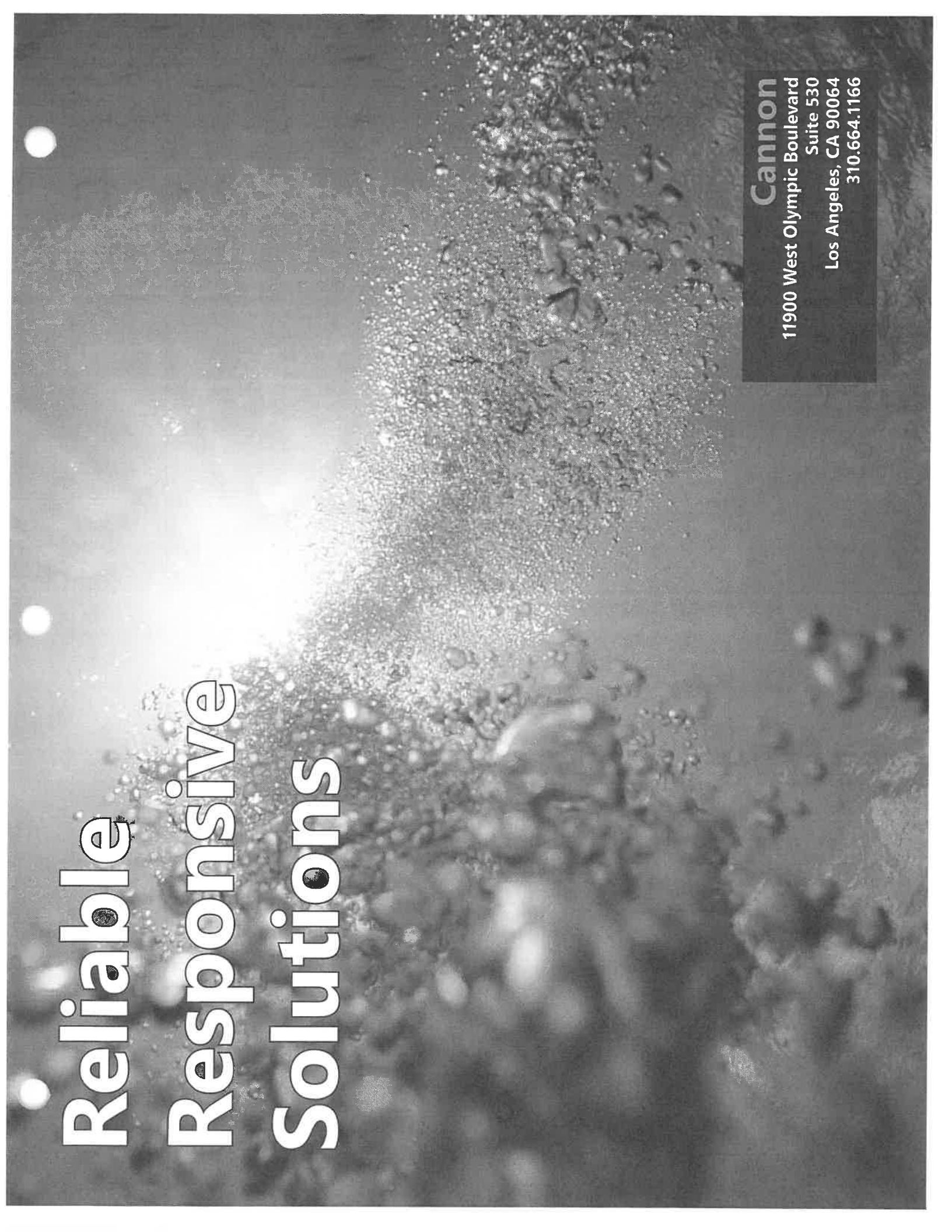
Senior Principal Engineer
Title
December 13, 2021
Date

Hereby acknowledge receipt of Addendum No. 1 to WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

Hereby acknowledge receipt of Addendum No. 2 to WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

cc: Office of City Clerk



Reliable Responsive Solutions

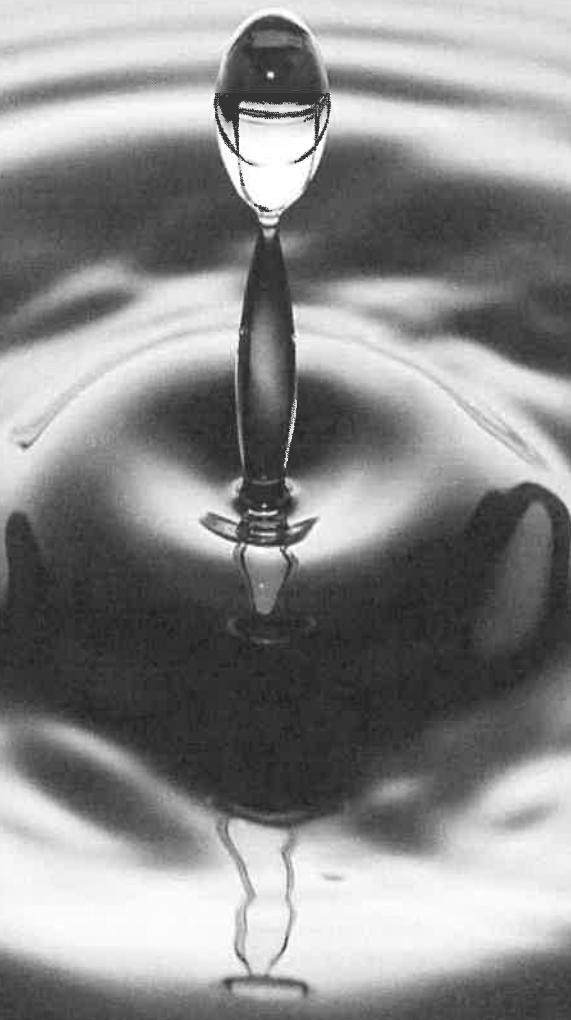
Cannon
11900 West Olympic Boulevard
Suite 530
Los Angeles, CA 90064
310.664.1166

Fee Proposal
City of Huntingdon Park
Professional Services for Water Engineering Design Services of Well No.16
Florence Avenue at Salt Lake Avenue

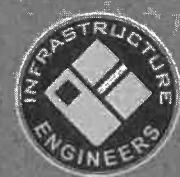
Cannon
11900 West Olympic Blvd, Suite 530
Los Angeles, CA 90064
310.633.4913

Task	Description	PART 1 Well 16 and Booster Pump Station Assessment and Technical Memorandum						PART 2 Well 16 and Booster Pump Station Estimated Plans and Specifications for Possible Facility Upgrades						
		Project Manager	Quality Control Engineer	Sr. Electrical Engineer	Structural Engineer	Sr. Civil Engineer	Civil Engineer	Administrative Assistant	Hydro-Geoscience	Geologist	CEQA Rincon	Reimbursables	Totals	
	Hourly Rate	\$232	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Lump Sum	Hrs	Cost	
1	Project Management and Coordination	32	\$7,424	4	\$340	8	\$1,592	6	\$594	6	\$594	50	\$10,450	
2	Project Kick-Off Meeting	4	\$328	4		8	\$1,680	4		4	\$692	20	\$4,748	
3	Review of Available Material/Site Investigation	18	\$4,176		24	\$5,040	18	\$3,582	18	\$2,664		78	\$3,135	
4	Hydraulic Calculations	4	\$928					4	\$892	12	\$1,776	20	\$3,656	
5	CEQA	4	\$928		2	\$420						6	\$3,149	
6	Hydrogeological Services	4	\$928		2	\$420						6	#REF!	
7	Prepare a Technical Memorandum	12	\$2,754	4	\$852	16	\$3,360	9	\$1,731	16	\$5,920	12	\$1,188	
8	Attend Technical Memorandum Review Meeting	4	\$928		8	\$1,680						109	\$19,503	
9	Prepare and Submit Final Technical Memorandum	8	\$1,856	2	\$446	8	\$1,680	6	\$1,194	20	\$2,980	4	\$398	
Assessment and Technical Memo -Total		90	\$20,860	6	\$1,338	72	\$16,120	46	\$6,965	20	\$4,460	98	\$14,504	
												2,376	\$6,833	
												\$1,801	\$1,774	
1	Project Management	8	\$1,856	4	\$340	6	\$1,194	2	\$446	16	\$2,368	1	\$99	
2	Kick-off Meeting	2	\$464		2	\$420	1	\$1,680	1	\$148	1	\$99		
3	Research, Data Collection, Review, and Investigate Ex. Facilities	2	\$232	0.5	\$112	16	\$3,360	2	\$446	16	\$2,368	1	\$99	
4	3D Scan of the Pump Station	1	\$232						2	\$446	10	\$8,880	1	\$99
5	Hydraulic Analysis and Surge Analysis	1	\$232	0.5	\$112	24	\$5,040	4	\$795	2	\$446	32	\$4,736	
6	Prepare Preliminary Plan	8	\$1,856	0.5	\$112	60	\$12,600	2			\$446	30	\$4,440	
7	Preliminary Plan Review Meeting	2	\$464	0.5	\$112	1	\$210	1	\$199	1	\$223	1	\$99	
8	Prepare 60% Plan	2	\$464	0.5	\$112					2	\$446	40	\$5,920	
8.1	Prepare 60% Civil Plan	2	\$464	0.5	\$112					2	\$446	40	\$8,743	
8.2	Prepare 60% Mechanical Plan	2	\$464	0.5	\$112					2	\$446	24	\$3,652	
8.3	Prepare 60% Structural Plan	1	\$232	0.5	\$112					2	\$446	16	\$99	
8.4	Prepare 60% Electrical Plan	1	\$232	0.5	\$112	60	\$12,600	2			\$446	1	\$99	
8.5	Prepare 60% Controls System Plan	1	\$232	0.5	\$112	60	\$12,600	2			\$446	1	\$99	
9	60% Design Review Meeting	2	\$464	0.5	\$112	2	\$420	2	\$398	2	\$446	2	\$296	
10	Prepare 90% Plans, Specifications and Cost Estimate	2	\$464	0.5	\$112					2	\$446	32	\$4,736	
10.1	Prepare 90% Civil Plan	2	\$464	0.5	\$112					2	\$446	24	\$3,582	
10.2	Prepare 90% Mechanical Plan	2	\$464	0.5	\$112					2	\$446	8	\$1,184	
10.3	Prepare 90% Structural Plan	1	\$232	0.5	\$112					2	\$446	1	\$99	
10.4	Prepare 90% Electrical Plan	1	\$232	0.5	\$112	40	\$6,400				\$446	1	\$99	
10.5	Prepare 90% Controls System Plan	1	\$232	0.5	\$112	40	\$8,400				\$446	1	\$99	
11	90% Design Review Meeting	2	\$464	0.5	\$112	2	\$420	2	\$398	2	\$446	2	\$296	
12	Prepare 100% Plans, Specifications and Cost Estimate	2	\$464	0.5	\$112					2	\$446	24	\$3,582	
12.1	Prepare 100% Civil Plan	2	\$464	0.5	\$112					2	\$446	8	\$1,184	
12.2	Prepare 100% Mechanical Plan	2	\$464	0.5	\$112					2	\$446	1	\$99	
12.3	Prepare 100% Structural Plan	1	\$232	0.5	\$112					2	\$446	1	\$99	
12.4	Prepare 100% Electrical Plan	1	\$232	0.5	\$112	24	\$5,040				\$446	1	\$99	
12.5	Prepare 100% Controls System Plan	1	\$232	0.5	\$112	24	\$5,040				\$446	2	\$296	
13	100% Design Review Meeting	16	\$3,712	0.5	\$112	4	\$340	1	\$199	2	\$446	1	\$99	
14	Project Management and Final Close out	16	\$14,848	11.5	\$2,565	305	\$64,050	89	\$17,711	50	\$11,150	305	\$45,140	
Plans and Specifications-Totals		64	\$14,848	11.5	\$2,565	305	\$64,050	89	\$17,711	50	\$11,150	305	\$2,674	
												26	\$2,674	
												856	\$600	
												851	\$162,361	

ATTACHMENT "B"



Submitted by
Infrastructure Engineers



Prepared for the
City of Huntington Park

Proposal for
Professional Services for Water Engineering Design Services of
Well No. 16 Florence Avenue at Salt Lake Avenue

December 13, 2021



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

December 13, 2021

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

Subject: Proposal for Water Engineering Design Services of Well No. 16 - Florence Avenue and Salt Lake Avenue

Dear Mr. Roldan:

Infrastructure Engineers is pleased to submit our proposal for Water Engineering Design Services of Well No. 16, Florence Avenue and Salt Lake Avenue.

As an established firm with extensive engineering design experience and a track record of excellence for water engineering projects in cities throughout Southern California, Infrastructure Engineers stands ready to serve the City of Huntington Park. After careful consideration, in-depth research, and preliminary planning, we are confident that we have assembled an excellent team of experienced professionals to manage the project.

Infrastructure Engineers has successfully performed the services described in the Request for Proposal (RFP) for dozens of water engineering projects similar in nature. Based on the City's RFP and our understanding and knowledge of the City, we are exceptionally qualified to provide the professional water engineering design services you seek for the following reasons:

- We have provided these very services to Southern California cities for over 27 years, giving us a deep understanding of city clients and their needs.
- We are familiar with the City of Huntington Park, the staff, and the community from previous work we have performed for you. Our history with the City will save valuable time by eliminating the learning curve.
- All our team members have extensive experience in all facets of water engineering design for well improvements, from inception - through construction - to close-out.

Our proposed Project Manager, Doug Banesh, PE, will be the point of contact during the proposal evaluation phase. If you have any questions, Doug can be reached by telephone at (760) 533-6532, or by email at: dbenash@infengr.com.

As Chief Operations Officer, I am authorized to represent and bind the firm to all commitments made in this proposal. I can be reached by telephone in our Brea headquarters at 3060 Saturn Street, Suite 250, Brea, CA 92821 at (714) 940-0100, Ext. 5032, or by email at fdorrani@infrastructure-engineers.com.

We have read, understood, and agreed to all statements in the Request for Proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

Thank you for this opportunity to continue to be of service to the City of Huntington Park.

Sincerely,
Infrastructure Engineers

A handwritten signature in black ink, appearing to read 'Farzad Dorrani'.

Farzad Dorrani, MS
Chief Operations Officer

A handwritten signature in black ink, appearing to read 'Douglas Benash'.

Douglas Benash, PE, QSD
Sr. Vice President, City Engineering

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Infrastructure Engineers Background

Infrastructure Engineers (IE) has designed and managed the construction of water, sewer and storm water improvement and rehabilitation projects throughout the course of our 27-year history. Our design experts take satisfaction in working closely with cities to develop cost-effective and innovative designs that focus on achieving long term success. Within the last five years, we have completed a number of design projects of similar size and scope to the Huntington Park investigation/assessment and design enhancements at Well 16, such as City of La Palma City Yard Well modification; City of La Palma Thelma Ave Water Interconnect; City of Bell Gardens Well, Booster Station and Reservoir Project and various water and sewer main replacement projects for our client cities of Baldwin Park, Bell Gardens, Hawaiian Gardens, Huntington Park La Palma, Lynwood, and Montebello. Infrastructure Engineers is currently providing staff augmentation services, Water System Consultant service to the cities of Bell Gardens, Glendora and Huntington Park. Whether it be water production, water well, booster stations and treatment development, or water and sewer main replacements, our team has the knowledge and know-how to offer the best solutions to restore and extend the life of the underground utilities and pavement while slowing down the deterioration process.

Project Background and Understanding

Through IE's current staff augmentation services and investigation, the following is the current assessment of the Well 16 site and operations as of October 2021 per James Tsumura, Water System Consultant.

Well 16 Background

In January of 2020, it was discovered that approximately 150 tons of sand had accumulated in the 1.5 MG Salt Lake Reservoir, 5 to 6 feet on the opposite side of the inlet. This occurred over a relatively short period of time as the reservoir was inspected a few months prior and only 3 to 4 inches of sand noted. The thought was that possibly a hole had developed in the casing of the well. As a result, the well pump was removed and rehabbed, and the casing inspected. The well pump had suffered some extensive scouring damage and was rebuilt. The casing inspected did not appear to have any major defects, only normal wear, and tear due to the age of the well. This prompted IE to look further into the history of the well and discovered that Well 16 has historically produced large amounts of sand, earliest records show that in 2002 approximately 163 tons of sand was removed from the reservoir. In subsequent years, over 389 tons of sand were removed from the reservoir from 2004 to 2014. In 2014, the City spent over \$85,000 on a new pump with stainless steel impellers and bowls to help resist damage due to sand production however, by December 2018 the pump was inoperable.

The City asked General Pump to perform dynamic pump test with video logging to see where the source of the sand was located. Upon testing, we found that the sand appeared to be originating from the bottom section of the well (approx. 890') with water observed to be bubbling up from the bottom of the casing which had been filled in with sand. This is a little unusual, but the recommendation was to have the sand airlifted out of the bottom of the casing and surveyed again



Infrastructure Engineers has overseen numerous street improvement projects from design through construction.

to determine whether blanking off the bottom of the well would be feasible. Temporarily it was recommended to choke down the outlet valve to control the velocity of the water from the well and thereby reducing the sand production. Although effective at controlling the flow, this method is highly inefficient as the well pump motor is using 100% of the electricity to pump water at less than 50% capacity. This action also will prematurely wear out the valve as the valve is not meant to be partially open. A better solution would be to install a VFD to control the motor speed and a sand separator or sand filtration system. Well profiling may also help to determine where the sand is entering the casing and feasibility of “blocking it” without negatively impacting the flow.

Salt Lake Booster Pump Station Background

Not much historical information is available for this station but there is a small booster pump station drawing from the on-site 1.5 MG Salt Lake Reservoir. There is a small 25 hp booster pump that is the primary pump and a 75 hp pump that is used when a higher flow is needed. According to the operators, historically these pumps do not operate below 35 feet of head from the reservoir with a maximum high-water level of only 50 feet. This limits operation to only about 15 feet of storage and as the pumps wear out, it requires a much higher-pressure head to overcome the system pressure of approximately 65 psi. In addition to the existing well issues, this design flaw further limits the production capacity. There is very limited historical information on the design of this station to determine why the pumps’ suction head requirements are so high. Additionally, the electrical service here is outdated and undersized and would require an upgrade to the existing service for any new pumps and VFD’s.

Reservoir Condition

The Well 16 Reservoir is a 1.5MG welded steel reservoir with a cone roof design, approximately 56' high and 70' in diameter. It was last inspected in February of 2020 by JT Thorpe. The interior coating is a hot mop, coal tar type with a different type of epoxy coating for the interior ceilings and an epoxy/polyurethane coating on the exterior. Interior coating appears to be in fair condition and minor repairs were made in March of 2020. However, the coating has reached the end of its service life and should be replaced. The upper interior coatings are in poor condition and show areas of delamination and should be replaced. The ladder was inspected and was found to be in very poor condition with broken welds and significant metal loss and is recommended to be replaced.

Exterior coatings were rated from fair to poor and is recommended to be recoated, some added safety features should be considered, railing at the top around the hatch, ladder cage and replacement of the existing side vents with improved center ventilation. Additional recommendations from IE staff would be to consider seismic stability and modifying the headspace to account for water movement and the addition of a reservoir management system to improve overall water quality.

Subconsultants

Our team is comprised of technical consultants that have successfully supported Infrastructure Engineers on several past projects.

On Point Land Surveying, Inc. – Topographic Surveys

 On Point Land Surveying, Inc. will perform topographic surveys for the Improvement Project. They have extensive experience with all types of municipal land surveys and are equipped with state-of-the-art equipment to deliver high-quality results. On Point ensures staff have proper training and are equipped with the most up to date technology, including software and equipment.

BESST, Inc. – Well Investigation, Video and Sampling



Besst Incorporated provides precision subsurface exploration, diagnostics and monitoring solutions for soil, bedrock, and groundwater. Besst will perform video inspection and water sampling through the water column to determine the location of sand infiltration and contaminants from the well. Infrastructure Engineers has teamed with Besst on several well projects to address similar issues as noted for Well 16.



Q3, Inc - Electrical Well and Pump Design

Q3, Inc. will provide electrical design services for the pump and booster pump motor control units, electrical service analysis with SCE coordination, removal and replacement of motor control centers and integration into the City's Water SCADA system. Infrastructure Engineers has teamed with Q3 on several well/booster pump projects to address similar operations issues as noted for Well 16.

Qualifications and Experience

The following projects demonstrate our team's ability to deliver water and street improvement projects successfully from inception to completion.

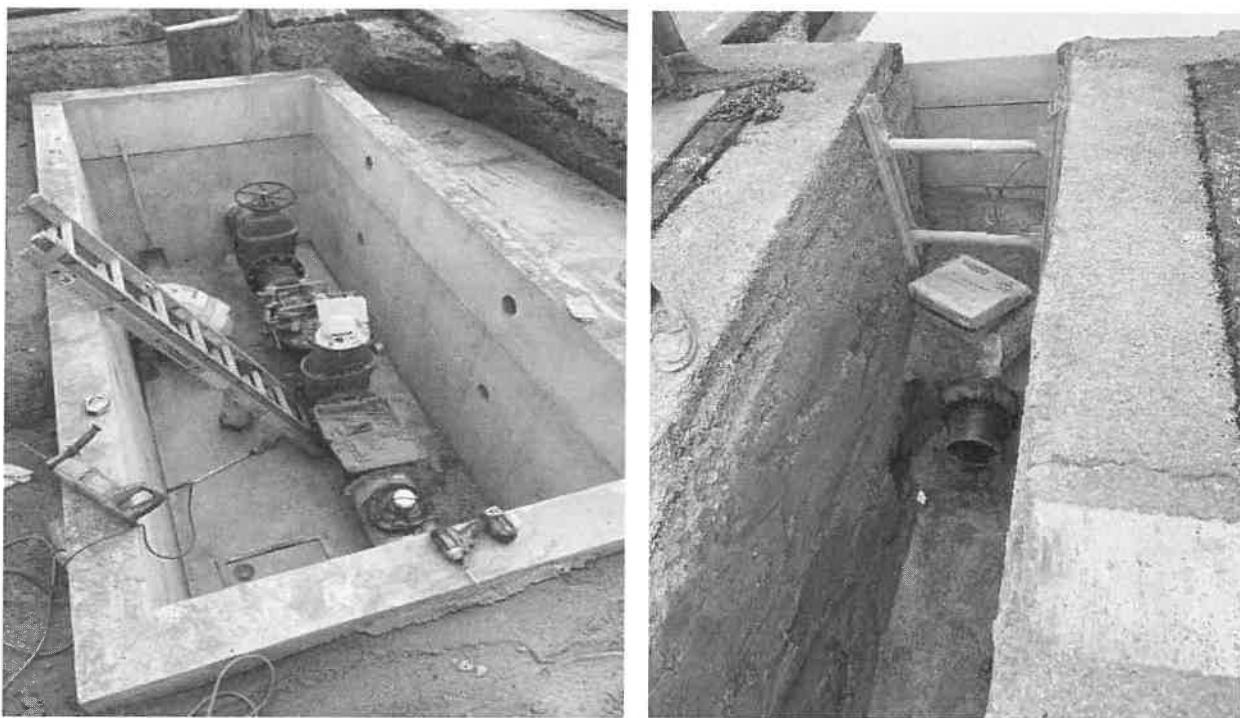
Bell Gardens Well, Booster Pump and Reservoir Project, City of Bell Gardens (2021)

The scope of work provided by IE provides the development of well improvements and piping to a new reservoir with subsequent booster station to deliver water at a constant pressure to the customers. The new reservoir provides needed fire flow and operational benefits to the customers mitigating the need for imported MWD water. The work involves direct coordination with the State and DDW for

compliance with permitting and operational permits. All work is being funded by the State through a grant. The City is utilizing Besst and Q3 services on this project.



Thelma Avenue Water Main Installation and Interconnect, City of La Palma (2020)



The scope of work provided by IE under the contract for City Engineer services, was to coordinate for the design, health department coordination, coordination with the City of Buena Park, construction management and inspection. The work also included direct coordination with City of La Palma staff to ensure the interconnect was modeled and provided a benefit for La Palma along with providing emergency water to the City of Buena Park. The project constructed 1,200 lineal feet of transmission main with 600 lineal feet incased due to Health Department clearance requirements along with a new vault for the interconnect valve, pressure activated Cla-Val, and devices for future connection to each jurisdictions SCADA systems. Construction was completed within schedule and budget.

City Yard Well Modification for Arsenic, City of La Palma (2016)

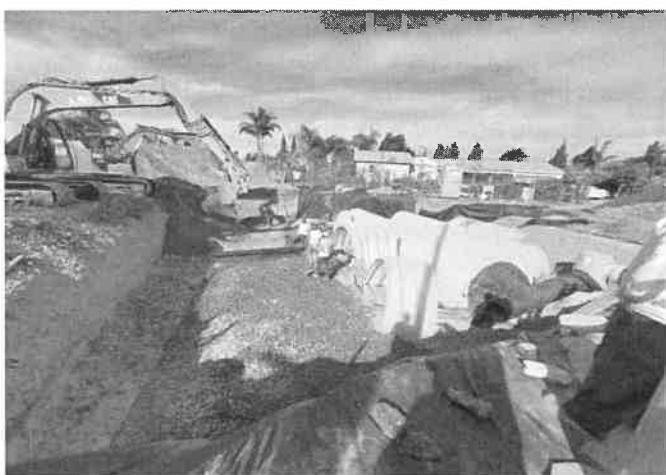
The City needed to address increasing levels of arsenic in the groundwater that was nearing or exceeding drinking water limits. The City, through a pilot project, initiated a well column analysis to determine where the arsenic was entering. Besst Inc. provided the sampling, well inspection and reporting of the results and determined the aquifer the arsenic was entering the well column. The City moved further with the pilot project with DDW approvals to block off a portion of the well column excluding water from the aquifer with arsenic. This resulted in lower level of arsenic in the water allowing the well to return to production with normal monitoring.

Hill & Cudahy Water and Street Improvements, City of Huntington Park (2021)



The IE design team delivered PS&E for the water main and street improvements on Hill Street and Cudahy Street in the City of Huntington Park. The project consisted of a comprehensive rehabilitation of the streets, including new pavement sections, localized concrete repairs, a new water main in each street segment and localized sewer repairs. All of the proposed improvements were based on hydrology/hydraulic reports, a geotechnical report, the City's water master plan and sanitary sewer CCTV footage. Construction was completed within schedule and budget.

Lilita Street and Eve Avenue Street Rehabilitation and Storm Drain Improvements, City of Lynwood (2019)



four different recommendations our design team provided to the City.

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

Project Approach



Based on the information provided in the Request for Proposal and addendums to this project, IE proposes the following work plan to address all the issues at Well 16 in order to provide the City with a detailed analysis for consideration, evaluation and budgeting in order to complete the recommended scope of work. IE recommends including the reservoir assessment to ensure all components at Well 16 works at maximum efficiency as designed.

Phase 1 - Evaluation Phase

The Evaluation Phase consists of three components:

- Task 1 - Well 16 Condition Assessment
- Task 2 - Booster Pump Station Assessment
- Task 3 - Reservoir Assessment

The assessments will include utilizing past pumping records, permitted pumping rights, maintenance records, well motor and pump maintenance records, service area water and fire flow demand analysis, system model and operating pressure analysis for when the well comes back on-line, booster station pump/piping sizing analysis, electrical load evaluation for the well and booster pumps, sizing and NPSH (Net Positive Suction Head) calculations, site constraints, and any other pertinent information to complete the assessments. Utilize the City's existing computer model of the distribution system, or develop a skeletonized model, for establishing system and pump curves. The work will also include an electrical load analysis, preparation of necessary Edison/electrical plans for a new motor control center, VRF motor controls with SCADA integration, and recommendations by Besst to address the current "sand" issue.

- Task 4 – Site Condition Assessment Report

The work product for this Phase will be a complete Site Condition Assessment Report. The report will provide engineering recommendations for the upgrade of the well, and booster pump station. Included in this will be an environmental (CEQA) analysis for completing the project.

Phase 2 - Design Phase

Includes the preparation of water main plans with profiles and roadway improvement plans. For the water piping plans, IE recommends the installation of a casing to protect the water main under the storm drain channel to allow for future main replacement and repairs at minimal expense to the City. The water plans will show utility crossing detailed as required. The water main alignment will take into consideration the location of the existing sewer mains and other utilities. The plans will include all appurtenances necessary for a complete and functioning water main for the customers, the City and regulatory agencies.

The critical path item for this project is obtaining Los Angeles County Public Works approval and permits to install the water main under the channel. Therefore, IE will expedite this design element in order to initiate the County review and successful issuance of a permit for the project in a timely fashion. Due to Covid-19, we are experiencing extended review times by the County in other jurisdictions we serve.

Task 1 – Preliminary Engineering

IE will modify the RFP submittal process of 30%, 60% and 90% plan, specification and estimate submittals with Preliminary Engineering review at the Kick-Off meeting, 75% submittal, then 90%. The basis for this change is that, typically the 30% submittal is usually on the base map. We feel, with the compressed schedule it is best to provide the design concept at the kick-off meeting versus waiting a month or two for the 30% submittal.

Kick-Off Meeting

Our team will arrange for a Kick-off meeting at City facilities, observing all Covid-19 protocols in place at the time of the meeting and direction from City staff. We will invite all interested City staff, key IE staff, and subconsultants deemed necessary. IE will prepare and agenda, will record the meeting minutes, and will arrange for progress meetings subsequent (if needed) to our Kick-off. At this time, we propose a (3) three-month design schedule. The schedule will be updated monthly or sooner, should any action dictate such. At the kick-off meeting, IE will provide, on an aerial photo plan, preliminary water main layout for review and discussion.

Records Research

Our team will pursue as-built records at the City. Utility Coordination will consist of submitting notifications to affected agencies and utility companies of proposed project. Submit copies of the plans to affected utilities and agencies. Coordinate with utility companies to implement upgrade of its facilities, as needed, within the project limit. Identify conflicts of proposed construction with utilities and provide preliminary coordination for resolution.

Conduct Field Review

Our team will conduct a comprehensive field review and reconnaissance visual survey to couple the field survey as provided by the City of Huntington Park. The team will conduct two (2) field reviews. One for the water main and one for the street improvements. The field review for the Water Main is to evaluate preliminary alignment along with utility conflicts including identifying the location of any sewer mains.

Assess the site conditions, including the fencing, curb, gutter, sidewalks, cross-gutters and curb ramps, will facilitate piping layout/modifications as the piping crosses Salt Lake Avenue from the well site to the booster station/reservoir site.

Topographical Survey

This information will be provided by IE.

Task 2 – Preliminary Design (75% and 90% PS&E)

Upon reviewing information gathered from the tasks of the Evaluation Phase, our team will provide a 75% and 90% submittal to include preliminary plans, preliminary estimated construction costs, preliminary specifications using the Greenbook standards.

IE will schedule two (2) separate meetings to review the plan submittals, one with the Engineering Department and one with the Water Department. We expect the City would take about two weeks to review and comment on the submittal.

Task 3 – Final Design (100% and Final PS&E)

Review City's comments and incorporate such comments into the 100% final design PS&E (Plans, Specifications, Cost Estimate) documents. We will provide the final project PS&E along with digital drawings (PDF, DWG) four (4) Mil Mylars wet stamped and signed by the design engineer and delivered to the City offices. IE will schedule two (2) separate meeting to review the plan submittals, one (1) with the Engineering Department and one (1) with the Water Department. We expect the City would take about two weeks to review and comment on the submittal.

Task 4 – Bid Support

Our team will assist the City during the bid phase to respond to any pre-bid Requests for Information (RFI's) that may arise. We will review such comments and recommend responses to each, if and when necessary.

Task 5 – Construction Support

We will assist the City during the construction management phase to respond to (RFI)'s, and shop drawings, and provide review and formal responses until formal approvals. At the conclusion of construction activities our team will complete the final as-builts for review and acceptance by the City.

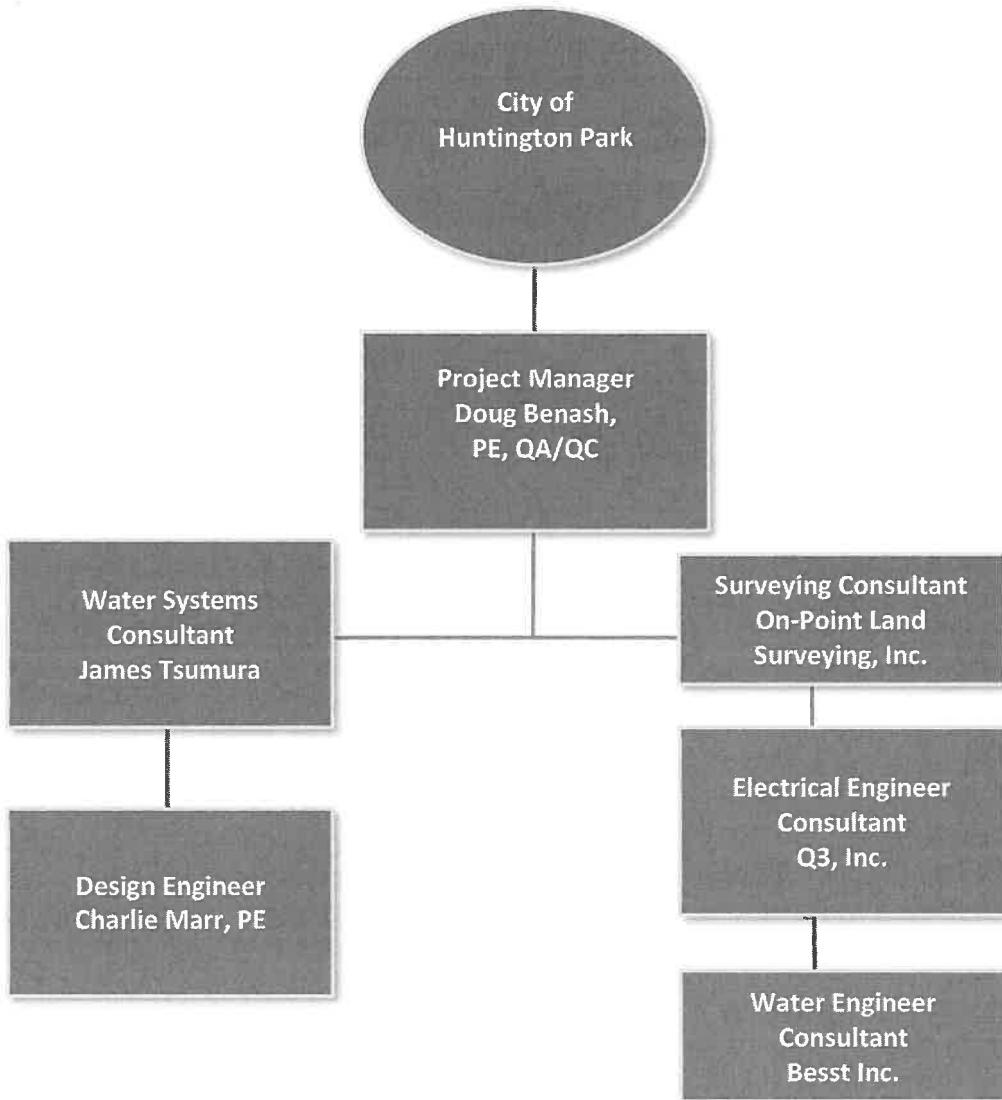
Schedule

The following is the proposed work schedule as defined by task with sub-tasks:

Award of Contract	January 2022
Phase 1 - Evaluation Phase	
Project Kick Off Meeting	January 2022
Task 1 - Well Condition Assessment	January 2022
Historical Research, Well Capacity/Operations	
Well Video Inspection/Sampling - Besst Inc.	
Electrical Analysis, Load Analysis	
Edison Coordination, MCC, VFD	
Task 2 - Booster Pump Station Assessment	March 1, 2022, Assessment Complete
Historical Research, Pump Capacity/Operations	February 2022
Computer Model and System/Pump Curves	
Electrical Analysis, Load Analysis - Electrical	
Edison Coordination, MCC, VFD,	
Task 3 - Reservoir Assessment	April 1, 2022 Assessment Complete
Historical Research, Past Condition Report	January 2022
Task 4 - Site Condition Assessment Report	March 1, 2022, Assessment Complete
Report compilation, Preparation	March 1, 2022
DDW Submittal	
City Review	
Phase 2 - Design Phase	
Task 1 - Kick-Off Meeting	June 2022
Records Research	June 13, 2022, completed
Field Reviews	June 20, 2022 ,completed
Topo Survey	June 30, 2022, completed
DDW Submittal	July 11, 2022
Task 2 - 75% Plans, Specs Estimate Submittal	August 1, 2022
75% PS&E City Review	August 19, 2022 return to IE
DDW Follow Up	August 19, 2022
90% Plans, Specs, Estimate Submittal	September 2, 2022
90% PS&E City Review	September 19, 2022 return to IE
DDW Follow Up	Septemeber19, 2022
Task 3 - 100% Plans, Specs, Estimate Submittal	October 3 2022
100% PS&E City Review	October 17, 2022 return to IE
Obtain DDW Permit	October 31, 2022
Final Plans, Specs and Estimate Submittal	October 31, 2022
Task 4 - Bid Support	TBD
Task 5 - Construction Support	TBD

Proposed Personnel

IE's proposed team members and subconsultants are listed on the organization chart below. Team resumes appear on the following page.



Education:
BS, Civil Engineering, California State Polytechnic University, Pomona, CA, June 1990
Diploma, In-Roads Computer Program California State Polytechnic University, Pomona

Registration/Certifications:
Registered Civil Engineer, CA, No. 53935
QSP/QSD No. 53935

Years of Experience: 25

Douglas Benash, PE QA/QC/Constructability Review

Douglas Benash has more than 25 years of experience in municipal engineering, construction management, contract administration, design experience, and regulatory compliance. In working with small jurisdictions as a City Engineer, he has been involved in all aspects of the projects that cities have designed and constructed. This includes coordinating with local, county, state and federal agencies, and various utilities to ensure successful project completion. Douglas understands the level of detail and problem-

solving skills required to complete high-profile projects on time and within budget. He provides this level of expertise as projects are developed, designed and constructed. Douglas also manages capital improvements, providing quality design and management of public works projects to our client cities. He oversees and reviews the designs, studies, investigations, plan checks, surveys and funding requirements for projects. He also facilitates and assists agencies in the bidding process, awards of contracts, initiation of construction and construction and project closeout. Douglas oversees proper file documentation, particularly for federally or state-funded projects, labor compliance, funding administration and project acceptance and provides full construction management.

Relevant Project Experience

City Engineer, City of Bell Gardens

Responsible for division-wide, high-level leadership, management, supervision, and administration of an engineering division, its staff, and extended resources. Plans, directs, supervises, and reviews activities of the division, including CIP projects, land development, and databases. Works with all phases and types of municipal infrastructure projects and all levels of personnel to see those projects through to successful completion.

City Engineer, On-call City Engineering Services, City of La Palma

Responsible for implementing and managing the Capital Improvement Program; managing public works projects, including the design and contract bidding process, survey, inspection, and project management for the City's public works projects.

City Engineer/Deputy Director of Public Works, City of Monrovia

Doug managed the engineering operations for the City, inclusive of budget, development and redevelopment projects, capital improvements, regulatory compliance, general and traffic engineering, utilizing the staff to complete the priority projects of the Department. In addition, he had continued and initiated several programs to implement environmental accords focusing on storm water, flood control, LEED building standards and utility impacts for the City. Doug performed general engineering duties for the City, including procuring design professionals to prepare project construction documents, performing plan check services, initiating construction contract procurement procedures, managing projects to completion, providing analysis of requests for information, change orders, time/material verification and project closeout. Projects included building construction and renovation, site designs, integration of private development improvements, heavy and light rail projects, street construction, street improvements, storm drain improvements, underground water and sewer improvements, including coordinating various funding sources, regulatory compliance, and managing the engineering and field staff of the Public Works Department.

Certifications:

California Certified Water Distribution Operator, Grade 4 - #29037

California Certified Water Treatment Operator, Grade 3 - #27218

American Water Works Association Water Distribution Operator, Grade 3 - #16669

California Commercial Drivers License, Class B with Tanker Endorsement

FEMA NIMS/SEMS Incident Command System -100, 700 and 300

Years of Experience: 14

**James Tsumura
Water System Consultant**

James Tsumura has 14 years of municipal water system operations experience with a versatile skill set that includes experience in customer service and proven employee training and leadership abilities. He has received multiple awards as employee and supervisor of the year and has been recognized as a dedicated and detail-oriented supervisor.

Relevant Project Experience**Water System Master Plan Update, City of La Palma**

James and Infrastructure Engineers were selected in July of 2019 to provide a detailed evaluation and analysis of the current system needs and provide an update to the 2008 Water System Master

Plan. The project included a detailed evaluation of emergency supply and storage alternatives, analysis to identify and quantify emergency scenarios, evaluate the need for new storage and production well sites, preparation of Operation Plans, development of hydrant flushing program, review of water quality concerns, review of operational efficiencies of well pumps and booster stations, and update to the current Capital Improvement Plan.

Water System Condition Assessment, City of Huntington Park

James performed a comprehensive Water System Condition Assessment in 2019 to assist the City of Huntington Park to better understand what assets the Water System owns and what condition they were in. This required site visits and inspections of all water facilities as well as interviews with water system operators. A comprehensive analysis of water system demands and capabilities as well as water system operations were completed. Recommendations were made for further inspections of specific facilities and repair work to be performed on crucial pieces of equipment to enhance reliability and safety.

Water System Evaluation and Water Quality Testing, Azusa Springs Water System

This small water system owned by the Rivers and Mountains Conservancy located in Azusa, CA suffered a catastrophic failure in its water treatment facility in late 2018. Seeking professional assistance in evaluating their water system and getting recommendations to get the water system back into compliance they were referred to Infrastructure Engineers by Azusa Light and Water. Thorough inspection of the water system revealed that an electrical surge had shorted out two water quality analyzers which controlled the water treatment plant. Took two rounds of water quality samples required by the Water Boards to begin the process of bringing the system back into compliance. Recommendations for repairs and improvements and references to equipment vendors were provided to the Project Manager for consideration.

Water Superintendent, City of Glendora

Served as the Interim Water Superintendent for one year, serving as the water systems Alternate Chief Operator while the position of Water Supervisor was being developed and recruited. The Water Division is responsible for the daily operation, maintenance and administration of the City's Public Water System covering 11 square miles, over 13,000 service connections, 227 miles of pipeline, 6,000 valves and 1,850 fire hydrants. The Water Division operates and maintains 8 active groundwater wells, 28 storage reservoirs, 45 booster pumps and 3 interconnects for imported water.

Education:
BS, Civil Engineering, California State Polytechnic University, Pomona, CA, June 1990
Diploma, In-Roads Computer Program California State Polytechnic University, Pomona

Registration/Certifications:
Registered Civil Engineer, CA, No. 53935
QSP/QSD No. 53935

Years of Experience: 25

Charlie Marr, P.E. Principal Civil Engineer

Charlie Marr is Principal Civil Engineer and owner of Charles Marr Consulting (CMC) with engineering and management experience in water and sewer systems planning and design, hydraulic modeling, master planning, and water resources analysis. Charlie has provided engineering services for master plans that have included domestic water, wastewater, and nondomestic water systems for several cities; large residential, industrial, and commercial developments; and university campuses state-wide. These master

plans include development of capital improvement programs for recommended facilities and system sizing to accommodate future development areas. He has particular expertise in pipeline design, both water and sewer systems including analysis to determine optimal diameter, material and joint systems.

Relevant Project Experience

Interstate 10 Widening (San Bernardino County, CA)

CMC is teaming with V&A to prepare water and sewer relocation designs in order to accommodate the proposed widening of the I-10 freeway from the Los Angeles County border east to the Interstate 15 freeway. This high-profile project requires multiple lane expansion for approximately 10 miles of the freeway which will impact residents, businesses and require razing and rebuilding of several overcrossing bridges. This project requires coordination with multiple municipalities and water and sewer agencies to design the pipeline relocation conflicts under Caltrans, San Bernardino County Transit Authority (SBCTA), and the utility agency having jurisdiction of the particular roadway crossing. Conflicts requiring relocation design include large water and sewer pipelines 6-inch to 30-inch in diameter; crossing of a major Metropolitan Water District (MWDSC) aqueduct, pipeline installations within new bridge crossings, and steel encasements for all under- and over-crossings. Agencies include Metropolitan Water District of Southern California, City of Ontario, City of Montclair, Inland Empire Utilities Agency, Monte Vista Water District, Cucamonga Valley Water District, and San Antonio Water Company. Coordination with these agencies and the phased operation, including necessary temporary conditions that also had to be designed for, is of paramount importance in order to keep all stakeholders, utility owners, and municipalities abreast of construction scheduling and any scheduling changes that were necessary due to changed conditions from the original project.

La Palma Water System Pumping Evaluation (La Palma, CA)

CMC teamed with City staff and Infrastructure Engineers, Inc. to manage the preparation of La Palma's 2019 WSMP Update to their 2008 Master Plan. Charlie updated the City's water system model specifically to refine the Capital Improvement Program. The 2019 Update hydraulic analysis focused on updating the City's water operations plan and water supply emergency plan. The City's unique and efficient water supply allows them to maximize the use of their local groundwater pumping rights to keep water production costs down and customer bills low. The revised Capital Improvement Program was based on bolstering the groundwater supply and distribution system to minimize reliance on costly and unreliable imported water. The pumping evaluation also presented the feasibility of relocating a major water production well, storage and boosting plant, as well as established preliminary coordination with neighboring water utilities for emergency interconnections.

Quality Assurance/Quality Control

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

For Quality Assurance (QA), we implement a proactive process that aim to prevent errors and ensure quality deliverables. Our Quality Control (QC) simply refers to the process of inspecting the projects to identify and correct inaccuracies. QA and QC are closely related concepts and are both aspects of our quality management.

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

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

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

For Quality Assurance (QA), we implement a proactive process that aim to prevent errors and ensure quality deliverables. Our Quality Control (QC) simply refers to the process of inspecting the projects to identify and correct inaccuracies. QA and QC are closely related concepts and are both aspects of our quality management.

References

Reference 1

City of Bell Gardens

Grissel Chavez, Director of Public Works

8327 Garfield Avenue, Bell Gardens, CA 90201

(562) 806-7770

Projects: Well No. 1, Booster Station and Reservoir Project

Reference 2

City of Glendora

Alison Sweet, Director of Public Works

116 East Foothill Boulevard, Glendora, CA 91741

(626) 914-8246

Project: Staff Augmentation, Water System Consultant

Reference 3

City of La Palma

Mike Belknap, Community Services Director

7821 Walker Street, La Palma, CA 90623

(714) 690-3310

Project: PS&E for Thelma Avenue Water Main Installation and Interconnect, City Yard Well Modification Project

Reference 5

City of Lynwood

Thomas Thornton, PE, City Engineer

11330 Bullis Road, Lynwood, CA 90262

(310) 603-0220

Projects: Lilita Street and Eve Avenue Street Rehabilitation and Storm Drain Improvements

Reference 4

City of Huntington Park

Cesar Roldan, Director of Public Works

14403 Pacific Avenue, Baldwin Park, CA 91706

(626) 813-5255, Ext. 460

Project: Hill and Cudahy Street and Water Improvements

Proposed Fee/Rate Schedule

The proposed fee is based on the hours needed to complete the tasks required. Our cost estimate is based on recently completed projects by IE in Bell Gardens and La Palma within the past six (6) months that mirrored the type of work requested in this request for proposals.

See attached fee schedule and IE Rate Schedule in a separate envelope, as instructed in the RFP.

October 26, 2021

CITY OF HUNTINGTON PARK

Addendum No. 1

WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04

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

Any and all references made to the Mandatory Site Visit shall change from November 5, 2021, to **November 9, 2021, at 9:00 a.m.** The site visit will be held at Well No. 16, located on the southeast corner of Florence Avenue at Salt Lake Avenue, Huntington Park, CA 90255. There is no onsite parking, therefor please utilize street parking and safely access the site.

End of Addendum No. 1

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

By:



Cesar Roldan, Director of Public Works

Date: October 26, 2021

**WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16
FLORENCE AVENUE AT SALT LAKE AVENUE
PROJECT NO.: 2021-04**

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

Statement of Proposer Acknowledgment

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

Infrastructure Engineers

Contractor Name



Signature

12-13-21

Date

Chief Operations Officer

Title

Hereby acknowledge receipt of Addendum No. 1 to WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 19, 2021

CITY OF HUNTINGTON PARK

Addendum No. 2

WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04

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

The RFP submission deadline has been extended from Monday, November 22, 2021 at 2:00 P.M. to Monday, December 13, 2021 at 2:00 P.M.

End of Addendum No. 2

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

By: 
Cesar Roldan, Director of Public Works

Date: November 19, 2021

**WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16
FLORENCE AVENUE AT SALT LAKE AVENUE
PROJECT NO.: 2021-04**

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

Statement of Bidder Acknowledgment

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

Infrastructure Engineers

Contractor Name



Signature

12-13-21

Date

Chief Operations Officer

Title

Hereby acknowledge receipt of Addendum No. 2 to WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

Proposed Fee/Rate Schedule

**Not-to-Exceed Fee Schedule
City of Huntington Park**

Water Engineering Department Services or Well No. 16, Fibonics Avenue at Sun Lake Avenue

December 2021

City of Huntington Park

2021-2022 HOURLY RATE SCHEDULE (effective July 1, 2021)



		Community Development—Environmental & Planning		Fire Prevention	
Principal in Charge	\$231	Director	\$189	Fire Marshal	\$165
Civil Engineering/Traffic Engineering	\$186	Project Manager	\$184	Fire Investigator	\$154
Project Manager	\$176	Project Manager	\$168	Fire Plans Examiner	\$143
Principal Engineer	\$168	Planning Manager	\$162	Senior Fire Inspector	\$138
Senior Engineer	\$168	Principal Planner	\$153	Fire Inspector	\$120
Senior Plan Check Engineer	\$173	Senior Planner	\$149	Counter Technician	\$93
Plan Check Engineer	\$161	Associate Planner	\$135	Architectural Services	
Associate Engineer	\$150	Associate Planner	\$125	Director	\$200
Assistant Engineer	\$145	Assistant Planner	\$125	Studio Manager	\$184
Engineering Associate	\$135	Planning Technician	\$170	Senior Project Manager/	\$176
Engineering Assistant	\$115	CEQA/NEPA Specialist	\$160	Senior Architect	
GIS Analyst	\$150	Environmental Specialist	\$160	Project Manager/Project Architect	\$155
CAD Manager	\$129	Senior Environmental Planner	\$150	Senior Job Captain	\$126
CAD Designer	\$105	Environmental Planner II	\$140	Job Captain	\$105
CAD Technician	\$98	Environmental Planner I	\$95	Drafter	\$90
Engineering Technician	\$105	Environmental technician			
Principal Traffic Engineer	\$185	Municipal Engineering Support		Program Management/Public Outreach	
Senior Traffic Engineer	\$168	Interim City Manager	\$214	Program Director	\$184
Traffic Engineer	\$138	City Engineer/Deputy City Manager	\$191	Web Designer	\$150
Water/Wastewater/NPDES		City Engineer	\$173	Media Specialist	\$145
Senior Water Engineer	\$162	City Traffic Engineer	\$162	Program Coordinator	\$135
Water Engineer	\$156	Deputy City Engineer	\$162	Photographer	\$128
Program Manager (NPDES)	\$162	Deputy City Traffic Engineer	\$156	Outreach Specialist	\$125
Inspector (NPDES)	\$108	Plan Check Engineer J	\$173	Interpreter/Translator	\$125
Environmental Scientist	\$103	Plan Examiner	\$150	Production Assistant	\$85
Surveying		CIP Manager	\$173	Fund Administrator	\$138
Project Manager	\$185	Associate Engineer	\$145	Labo Compliance Coordinator	\$105
Plan Checker	\$162	Engineering Associate	\$138	Administrative & Clerical Services	
(Subdivision & Survey Document)		Engineering Assistant	\$115	Organizer/Supervisor	\$105
Survey Analyst	\$150	Engineering technician	\$103	Administrative Assistant	\$89
Survey Crew (2-man)	\$236	Building & Safety		Clark Typist	\$78
Survey Crew (2-man, prevailing wages)	\$278	Building Official	\$173	Other Charges	
Construction Management		Plan Check Engineer	\$162	Delivery	\$110
Construction Manager	\$180	Landscape Plan Checker	\$162	Mileage (Current federal guideline rate @ 15¢/mile of billing)/Mile	
Resident Engineer	\$180	Senior Certified Access Specialist	\$154	Travel Reimbursements	Cost + 15%
Schaffler/Controller	\$156	Plants Examiner	\$145		Cost + 15%
Utilities Coordinator	\$132	Code Enforcement Manager	\$142		
Senior PW Observer/Inspector (preexisting rates)	\$125	Code Enforcement Officer	\$127		
Senior PW Observer/Inspector (preexisting rates)	\$183	Senior Building Inspector	\$110		
PW Observer/Inspector (preexisting rates)	\$108	Building Inspector	\$110		
PW Observer/Inspector (preexisting rates)	\$153	Grading Inspector	\$98		
		Counter Technician			

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard rate. Deposition and court appearances will be charged at 1.5 times the listed billing rates.

City of Huntington Park

Proposal for:

Professional Services for
Water Engineering Design Services
of Well No. 16
(Florence Avenue at Salt Lake Avenue)

December 13, 2021

Submitted by:

West & Associates Engineering, Inc.

WEST & ASSOCIATES
ENGINEERING INC.

December 13, 2021

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

Subject: Professional Services for Water Engineering Design Services of Well No. 16

Dear Mr. Roldan:

West & Associates is pleased to submit our Proposal for Professional Services for Water Engineering Design Services of Well No. 16 for the City of Huntington Park (City).

We are a small firm (CA "S" Corp. - C3986570) with municipal water well design experience. Our team members have been involved with sixteen (16) pumping station projects (including water wells, pumping stations, and wastewater/sewer pump/lift stations). A portion of these projects have been very similar to this particular project. We also recently had the pleasure of working with the City on the **2020 Urban Water Management Plan**. As such, we are familiar with the City's water facilities.

At this time, we understand that the project is time-sensitive as it relates to City's desire to increase well production and revenue for the City. For instance, we understand that the City's imported water purchases have increased over the past two (2) years (over 50% increase). As such, we understand that the City would like to maximize production in Well 16 and curtail imported water expenses. Further, we understand that this project will be split up into two (2) separate phases of work, including a preliminary engineering phase consisting of a Preliminary Design Report (PDR) and a design phase consisting of Plans, Specifications, and Cost Estimates (PS&E).

In accordance with the RFP, we issue 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.** This proposal is valid for a period of no less than one-hundred & twenty (120) calendar days from the date of this submittal. We also acknowledge **Addendum Nos. 1 and No. 2** on the following page.

Thank you for this project opportunity. Please contact me if you have any questions.

Sincerely,



Phillip West, P.E., QSD/QSP
Principal/President
West & Associates Engineering, Inc.
Office: (949) 716-7670
Cell: (714) 728-8082
philw@westaeng.com

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SECTION 6: QUALITY ASSURANCE/QUALITY CONTROL (1.5 PAGES)

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SECTION 10: COMPLIANCE WITH RFP AND CONTRACT AGREEMENT (1 PAGE)

**This Section includes resumes. Resumes not included in page count.*

***Fee is provided in a separate envelope.*

October 26, 2021

CITY OF HUNTINGTON PARK

Addendum No. 1

WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04

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End of Addendum No. 1

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

By:



Cesar Roldan, Director of Public Works

Date: October 26, 2021

**WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16
FLORENCE AVENUE AT SALT LAKE AVENUE
PROJECT NO.: 2021-04**

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

Statement of Proposer Acknowledgment

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

West & Associates Engineering, Inc.

Contractor Name



Signature

11/22/2021

Date

President

Title

Hereby acknowledge receipt of Addendum No. 1 to WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 19, 2021

CITY OF HUNTINGTON PARK

Addendum No. 2

WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04

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

The RFP submission deadline has been extended from Monday, November 22, 2021 at 2:00 P.M. to Monday, December 13, 2021 at 2:00 P.M.

End of Addendum No. 2

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

By: 
Cesar Roldan, Director of Public Works

Date: November 19, 2021

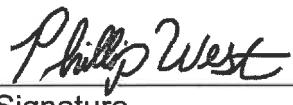
**WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16
FLORENCE AVENUE AT SALT LAKE AVENUE
PROJECT NO.: 2021-04**

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

Statement of Bidder Acknowledgment

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

West & Associates Engineering, Inc.
Contractor Name


Signature

11/22/2021
Date

President
Title

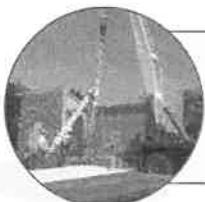
Hereby acknowledge receipt of Addendum No. 2 to WATER ENGINEERING DESIGN SERVICES OF WELL NO. 16 FLORENCE AVENUE AT SALT LAKE AVENUE PROJECT NO.: 2021-04 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

SECTION 2: CONSULTANT'S BACKGROUND

Company Background

West & Associates Engineering, Inc. was started in 2015 by Mr. Phillip West. We provide consulting services to clients throughout the state of California for a broad range of services, including planning, design, and construction management. In particular, we **specialize** in the following types of work:



FACILITIES

Wells, Pumping Stations, Lift Stations, Valve Vaults, Tanks, Reservoirs, Structures



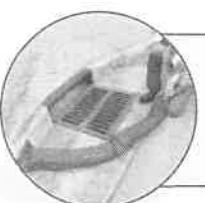
PIPELINES

Water Mains, Sewers, Storm Drains, Etc.



GENERAL CIVIL

Streets & Streetscapes, Grading, Parks, Parking Lots, etc.



QSD/QSP SERVICES

Including preparation and inspection of SWPPPs, WQMPS, etc.

Services Listed Include ALL Major Phases of Work:

- Planning
- Design
- Construct. Management

Other Notable Services:

- Plan Check
- Staffing Augmentation
- Specialty Studies

Nearly all of the past experience by the West project team members has been with public agencies. As such, **our focus is on public clients**. Mr. West and the project team members have experience with **over sixty (60)** public agencies throughout Southern California. A good portion of these clients are repeat clients that the team members have worked with over the years. Clients that Mr. West and the project team members have worked with include **Cities (49)**, **Water Agencies (14)**, and **County Agencies (2)**.

SECTION 2: CONSULTANT'S BACKGROUND

Our Project Team members have served clients all over Southern California, regardless of the distance. In fact, we have completed services for municipal agencies which are nearly **four (4) hours away from our office**. We are versatile and able to accommodate your needs!

Office Location and Contact Information

We are a small California "S" Corporation. Our office is located in Foothill Ranch (Lake Forest) in Orange County, California. Mr. Phillip West acts as the Principal/President of the firm.



www.westaeng.com

- Started in 2015
- California "S" Corporation (Fed I.D. No. 81-5259524)
- Contact: Phillip West, P.E., QSD/QSP
- Office: (949) 716-7670
- Cell: (714) 728-8082
- philw@westaeng.com

Subconsultants

Brief descriptions of our sub-consultants are provided in **Section 5** of this Proposal.

SECTION 3: QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL

Related Project Examples

The following project examples are past experience for the West Project Team and/or Mr. West. A list of references with contact information is provided in **Section 7** of this Proposal.



CITY OF HUNTINGTON PARK
6550 Miles Avenue, Huntington Park CA 90255
Cesar Roldan, Director of Public Works [\(323\) 584-6320](tel:(323)584-6320)
croldan@hpcapark.org

West & Associates was recently involved with the City of Huntington Park on the following project(s):

1. URBAN WATER MANAGEMENT PLAN – HUNTINGTON PARK

Engineering services for the preparation of the City's 2020 Urban Water Management Plan. The project involved an analysis of the City's water system, calculation of future growth, demands, and water supply, and a plan of action to manage supplies under various climatic and emergency conditions. The project also involved coordination with outside agencies and with the general public.



CITY OF GLENDOURA
116 E. Foothill Blvd., Glendora, CA
Jason Reohrborn, (no longer with City) [\(626\) 852-4838](tel:(626)852-4838)

Mr. West was involved with the City of Glendora in 2012-14 on the following project(s):

1. NEW CITY WELL 14 AT WILLOW SPRINGS PARK (DESIGN)

Design services for the City's New Well 14 at Willow Springs Park. The improvements included site grading, a new well building, new well column piping, pump discharge head, discharge piping and valves, new electrical & communication equipment (SCADA), site sewer, drainage improvements, and landscaping improvements at the City's Willow Springs Park.



CITY OF LYNWOOD
11330 Bullis Road, Lynwood, CA 90262
Paul Nguyen (retired), [\(310\) 603-0220](tel:(310)603-0220)

Mr. West was involved with the City of Lynwood in 2012-2015 on the following project(s):

1. NEW CITY WELL 22 AT LYNWOOD PARK

Design services for the City's New Well 22 at Lynwood Park. The improvements included drilling and development of a new well, site grading, a new well building, new perimeter CMU block wall, sidewalk improvements, new discharge piping and valves, new on-site generator, new electrical & communication equipment (SCADA), site sewer & drainage improvements, and landscaping improvements at the City's Lynwood Park.

SECTION 3: QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL



CITY OF RIALTO

150 S. Palm Avenue, Rialto, CA 92376,
Kevin Sinn (no longer with City), (909) 820-2546

Mr. West was involved with the City of Rialto in 2013-2014 on the following project(s):

1. NEW WELL 3A

Design services for the City's New Well 3A at the City's easterly end (in an undeveloped area). The improvements included site grading, a new well building, a new perimeter wall (CMU block) new discharge piping and valves, new discharge pipeline (over 1,000 ft.) new electrical & communication (SCADA) equipment, and site sewer & drainage improvements.

Other Related Experience

The following table provides a listing of other relevant projects for the project team members:

AGENCY	PROJECT NAME
City of Arcadia	Orange Grove Pumping Station Upgrades
City of Glendora	New Well 14 & Site Improvements: Design and Construction
City of Huntington Park	2020 Urban Water Management Plan
City of Irwindale	Martin Road Sewer Lift Station
City of La Habra	Idaho Well Improvements
City of La Palma	Walker Well Improvements
City of La Palma	City Yard Well Improvements
Long Beach Water Department	Alamitos Reservoir Electrical Upgrade
Long Beach Water Department	Chemical Tank Replacement - Phase I
City of Lynwood	Well No. 9 Improvements
City of Lynwood	Well 22 Site Selection & Preliminary Design Report
City of Lynwood	New Well 22 & Site Improvements
Mesa Water District	Technical Support (Staffing) Services
City of Norwalk	Curtis & King Sewer Lift Station
City of Rialto	Well 3A Site Selection & Preliminary Design Report
City of Rialto	New Well 3A
City of Simi Valley	Big Sky Sewer Lift Station Storage Capacity Study
South Coast Water District	Joint Transmission Main Vaults Upgrade
Veolia Water	New Well 1A
14 DIFFERENT CLIENTS SERVED	19 TOTAL RELATED PROJECTS

SECTION 4: PROJECT APPROACH

Project Understanding

In accordance with the RFP, we understand that the City is seeking Water Engineering Services for the inspection, analysis, and PS&E for upgrades to Well No. 16 (Florence Avenue at Salt Lake Avenue). The project will essentially be split up into two (2) separate phases of work:

1. Preliminary Engineering Phase: Preliminary Design Report
2. Design Phase: Plans, Specifications, and Cost Estimates (PS&E)

The scope of the 2nd phase will be contingent upon the results of the PDR and subsequent decisions by the City on how they would like to proceed.

Well 16 is roughly 1,000 feet bgs and the pump is rated at 125 horsepower (hp). Well 16 acts as part of an overall system with the adjacent booster pumps (B6 and B7) of 25 hp and 75 hp, respectively. Water is pumped directly from the well into the adjacent 1.5 MG "Salt Lake" ground steel reservoir, and when necessary, pumped into the City's distribution system via the booster pump station. At this time, the output of the combined Well 16 and booster pump system is pumping at nearly half (50%) of its design capacity, due to the following three (3) issues:

- Degradation of the old well casing (at roughly 860 feet bgs in Pacific Surveys video log)
- Large sediment buildup at the bottom of the well
- Antiquated electrical control system and inefficient booster pumps.

At this time, we understand that the selected consultant is expected to provide the City with a PDR, which will include design alternatives, an hydraulic analysis, preliminary schematics, an outline of scope of work, and provide recommendations for Plans, Specifications, and Cost Estimates (PS&E).

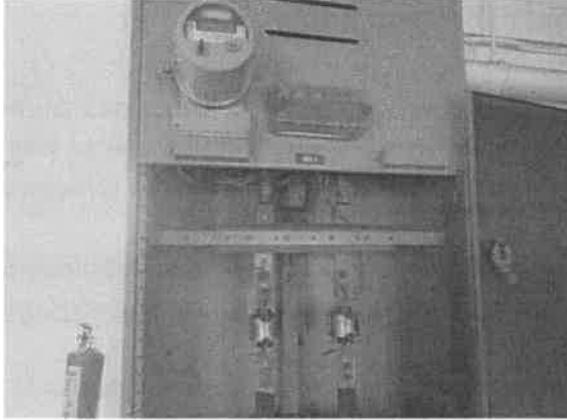
Site Visit

We attended the Well No. 16 Mandatory Site Visit on November 9th, 2021. We understand that the well site is located across from a moderately busy Salt Lake Ave frontage road from the booster pump station and Salt Lake Reservoir. We also became aware of a future project to expand the existing railroad west of the well site, which may impede on the existing land portion (see 1st photo on next page). The existing pump column piping was also replaced since its construction, but the well casing was not. According to the Well No. 16 Timeline, in January of 2018 the City decided to continue using the well until failure (collapse), or until deemed unusable because of extreme sanding issues. Since then, the City has repaired and reinstalled the well pump and removed approximately 150 tons of sediment from the Salt Lake Reservoir. Below are a few photos of the project site, taken from our site walk:

SECTION 4: PROJECT APPROACH



SALT LAKE AVE: LOOKING NORTHWEST AT WELL SITE.



BOOSTER PUMP STATION: CONTROL SYSTEM



WELL SITE: EXISTING 125 HP WELL PUMP.



BOOSTER PUMP STATION: 25 HP (LEFT) & 75 HP (RIGHT)

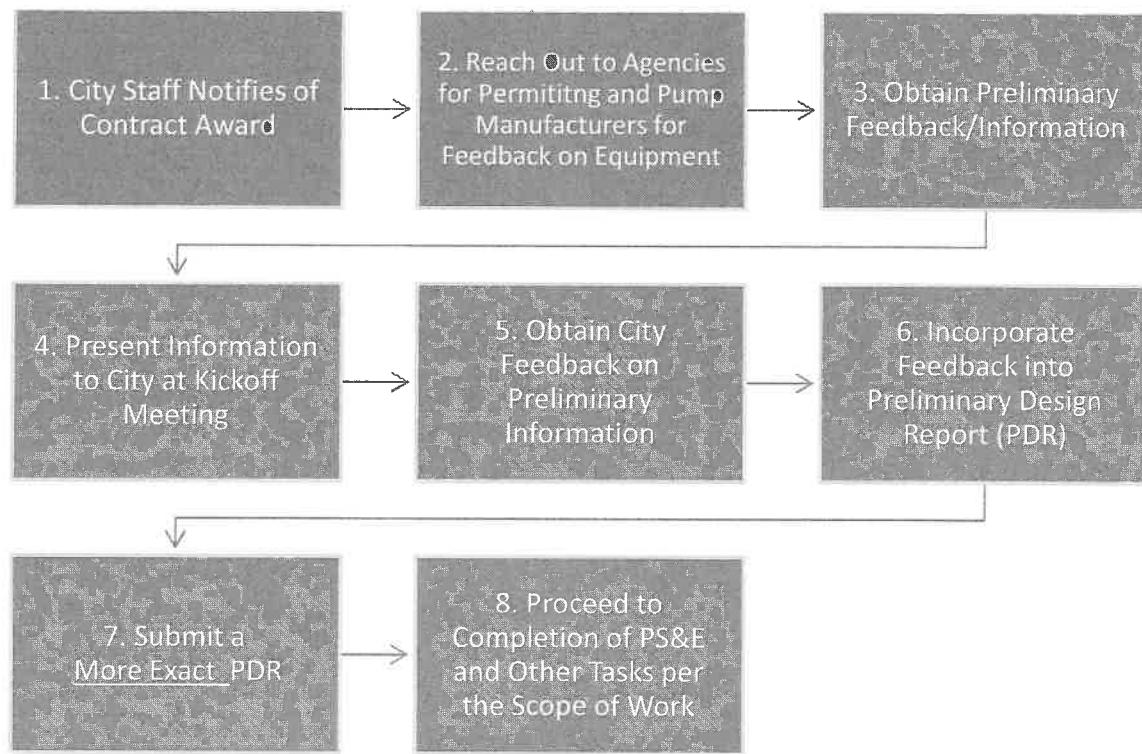
Scope of Work and Approach

Due to the page limits stipulated in the RFP, we have consolidated the Scope into the two (2) phases as listed below. The actual Scope of Work will address the RFP and fulfill the project needs:

1. Preliminary Engineering Phase: Preliminary Design Report
 - a. Due Diligence and Inspection
 - b. Preliminary Engineering and Permitting Outreach/Coordination
2. Design Phase: Plans, Specifications, and Cost Estimates (PS&E)
 - a. Based on City's Direction on the Recommendations in the PDR
 - b. PS&E (30%, 60%, 90%, and 100%)
 - c. Permitting (County, SCE, Division of Drinking Water)

Although there is not a specific timeframe for completion of the PS&E (Phase 2), we intend to begin work on this project upon Notice of Award (instead of at the kickoff meeting). This will allow for a head start as indicated in the graphic on the following page.

SECTION 4: PROJECT APPROACH

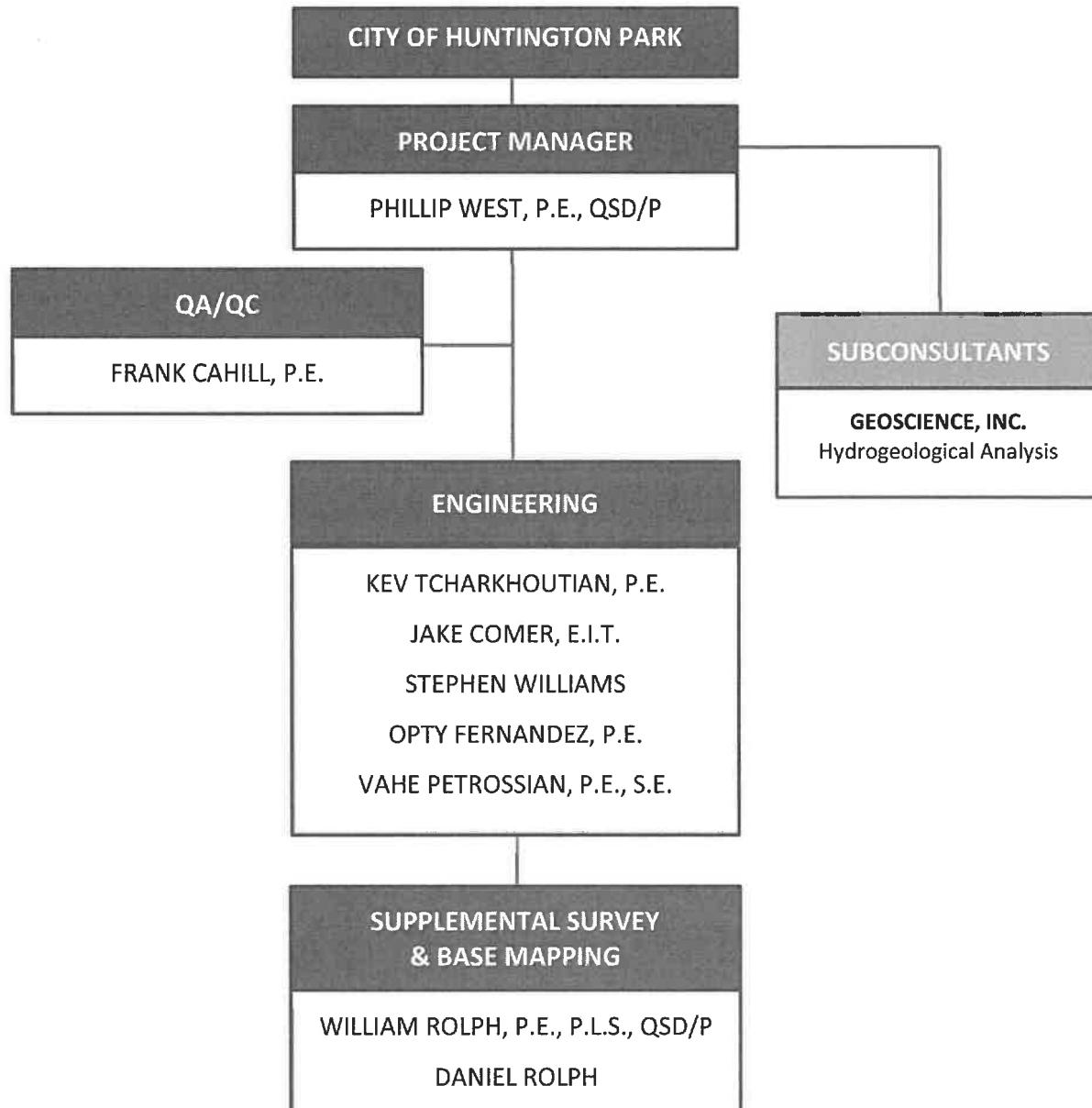


PROJECT APPROACH

SECTION 5: PROPOSED PERSONNEL

Organizational Chart

The project team will consist of the individuals below:



Resumes of the above individuals are provided later in this section.

SECTION 5: PROPOSED PERSONNEL

Subconsultants

Brief descriptions of our sub-consultants are provided below:

Hydrogeological Analysis:

GEOSCIENCE

160 Via Verde, Suite 150,
San Dimas, CA 91773
909.451.6650

Company Overview: Geoscience was founded in 1978 (the first groundwater-focused consulting firm in Southern California). From their beginning and to this day, Geoscience helps water providers reliably produce groundwater supplies, sustainably manage and model groundwater, augment groundwater supplies, and defend groundwater rights. Since 1978, Geoscience has been at the forefront of developing groundwater modeling and well design methods. In fact, many of the groundwater modeling and well design methods commonly used today were developed by Geoscience.

**Phillip West, P.E., QSD/QSP
Project Manager**

EDUCATION:
California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:
Registered Civil Engineer, California
No. 77453
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25034

OVERVIEW:

As Principal/President at West & Associates, Mr. West also serves as a Project Manager for all projects. The entirety of Mr. West's career has been **solely focused on public clients**, and he has served **over sixty (60) public agency clients** throughout his career. His experience has been very diverse and involves planning, design, construction management, field surveying, and even staffing augmentation. Most importantly for this particular project, Mr. West's background involves a **strong component of water infrastructure planning, design, and construction management**, including wells, pumping stations, lift stations, reservoirs, tanks, chemical treatment, etc.

RELATED PROJECT EXPERIENCE

Mr. West has been involved with the related projects described below and on the following page. These projects are only a portion of Mr. West's overall experience:

CITY OF ARCADIA

Engineering services for the Orange Grove Pump Station Disinfection Upgrades. The project included various piping and chlorination upgrades at the City's pump station/reservoir facility.

CITY OF GLENDALE

Engineering services for the City's New Well 14 at Willow Springs Park. The improvements included site grading, a new well building, new discharge piping and valves, new electrical & communication equipment (SCADA), site sewer & drainage improvements, and landscaping improvements at the City's Willow Springs Park.

CITY OF IRWINDALE

Construction Management services for the City's Martin Rd. Lift Station project. The project involved the construction of a new inflow piping, deep wet-well, submersible pumps, discharge vault, and electrical cabinets. The project involved coordination with LA County Dept. of Public Works and the LA County San. District.

KINNELOA IRRIGATION DISTRICT

Engineering services for the District's Windover Rd. & Sierra Madre Villa Water Main. The project called for a new 16-inch transmission main along Windover Rd. and Sierra Madre Villa Road, and included a valve vault connection at the District's Vosburg Reservoir.

CITY OF LA HABRA

Engineering services for the City's Idaho Well Improvements. The improvements included a new on-site generator, new electrical improvements, and new discharge piping improvements.

CITY OF LA PALMA

Engineering services for the City's Walker Well & City Yard Wells. The improvements included well building expansion, modification of existing discharge piping & valves, addition of new on-site sodium hypochlorite improvements, new sand separators, site drainage improvements, electrical modifications, communication (SCADA) improvements, and grading.

LONG BEACH WATER DEPARTMENT

Construction Management and Inspection services for the Chemical Tank Replacement-Phase I project. The project replaced two sodium hydroxide tanks and one ammonia tank at LBWD's Groundwater Treatment Plant.

Construction Management and Inspection services for LBWD's Alamitos Reservoir Site Electrical Upgrades Project. The project involved electrical improvements all throughout LBWD's 23-reservoirs, including large duct banks and new power outlets to assist LBWD in the transfer (pumping) of water from one tank to another.

CITY OF LYNWOOD

Engineering services for the City's New Well 22 at Lynwood Park. The improvements included drilling and development of a new well, site grading, a new well building, new perimeter CMU block wall, sidewalk improvements, new discharge piping and valves, new on-site generator, new electrical & communication equipment (SCADA), site sewer & drainage improvements, and landscaping improvements at the City's Lynwood Park.

Engineering services for the City's Well 9 Improvements. The improvements included removal of an existing sand separator tank and well pump discharge piping, installation of a new sand separator tank and new pipe fittings, valves, and reconnections of chlorine fittings and appurtenances. The project also involved the construction of new concrete footings for the equipment.

MESA WATER DISTRICT

Part-time, on-site staff assistance on a contract-basis for Development Projects, provided assistance in the evaluation of well repairs including preparation of a Board presentation.

CITY OF NORWALK

Engineering services for the Curtis & King Sewer Lift Station. The project aimed to rehabilitate an existing sewer lift station (dry well), including discharge piping, valve vault, electrical panels, and connection to exist. sewer.

CITY OF PICO RIVERA

Engineering services for the City's water main inter-ties project. The project involved the construction of several inter-ties with the Pico Water District throughout the City limits. The inter-ties regulated pressure in-between the two water purveyors and also allowed for flow-control.

CITY OF RIALTO

Project Management and Engineering services for the City's New Well 3A at the City's easterly end (in an undeveloped area). The improvements included site grading, a new well building, a new perimeter wall (CMU block) new discharge piping and valves, new discharge pipeline (over 1,000 ft.) new electrical & communication (SCADA) equipment, and site sewer & drainage improvements.

VEOLIA WATER (CITY OF RIALTO)

Project Management and Engineering services for the City of Rialto's New Well 1A in a City-owned easement in the City of San Bernardino. The improvements included site grading, a new well building, new discharge piping and valves, new electrical & communication (SCADA) equipment, and site sewer & drainage improvements.

Frank Cahill, P.E.
Quality Assurance/Control

EDUCATION:
University College Dublin,
Ireland
B.Eng. Civil Engineering

REGISTRATION:
Registered Civil Engineer, California
No. 55373

OVERVIEW:

Mr. Cahill has about **twenty-five (25) years** of experience in California with civil engineering management, design and construction for site development, and **municipal projects** in the **water/wastewater** industry. He will be providing quality review of plans prior to submittal to the City.

RELATED PROJECT EXPERIENCE

Mr. Cahill has been involved with the related projects described below and on the following page. These projects are only a small portion of Mr. Cahill's overall experience:

EAST ORANGE COUNTY WATER DISTRICT

Mr. Cahill acted as the District Engineer for East Orange County Water District from 2017 to 2018, for a period of nearly two years. District Engineer duties included oversight of current projects, planning and budgeting of proposed projects, direction of staff and resources. During his tenure, Mr. Cahill oversaw the implementation of the District's Master Plan Update.

IRVINE RANCH WATER DISTRICT

Project Manager & QA/QC services for the Culver Drive Recycled Water Main Replacement project. The project involved replacement of approximately 1,200 feet of existing recycled water main with a new 12-inch PVC recycled water main, along with new recycled service laterals, air-vacs and a blow-off, and abandonment of existing facilities. The project also involved a complex connection in a busy intersection that required traffic control and the installation of a large 8-inch meter vault to an existing golf course.

MOULTON NIGUEL WATER DISTRICT

Project Manager for the Wood Canyon Domestic Water Booster Pump Station which included four 150 HP pumps, suction and discharge piping and valves, LPG standby generator, electrical system and controls, masonry building, grading and miscellaneous site work. Also provided construction management and inspection services.

CITY OF SIMI VALLEY

Prepared a Water Master Plan for a proposed development in the City. The proposed development included roughly 200 homes, new golf courses, a clubhouse, and club member suites. The master plan included nearly 5 miles of new mains, a booster station, a new reservoir, and revitalization of an existing reservoir.

Quality Assurance/Control services for the design of about 30,000 feet of new streets for a proposed housing development in the City. The street improvements included new street design, curb and gutter, parking pop-outs, and parking lots for a clubhouse at a private golf course. The project also included street rehabilitation work. Mr. Cahill overlooked the design of over 22,000 feet of water mains and over 3,000 feet of sewer improvements within the project vicinity.

UNIVERSAL STUDIOS

Prepared Domestic and Fire Water Master Plans as a Universal Studios Project Engineer. Recommended modifications to enhance the performance of the existing systems.

**Kev Tcharkhoutian, P.E.
Engineer****EDUCATION:**

California State University,
Long Beach
B.S. Civil Engineering, 1980

REGISTRATION:
Registered Civil Engineer, California
No. 44598

OVERVIEW:

Mr. Tcharkhoutian has over 40 years-experience in municipal civil engineering design and construction. He has served as City Engineer or Public Works Director for several agencies throughout Southern California. Mr. Tcharkhoutian has overseen a wide variety of projects including water, sewer, storm drain, streets, parks, and grading. Mr. Tcharkhoutian previously provided QA/QC services for the City of Alhambra's FY 20-21 Street Rehabilitation Project.

RELATED PROJECT EXPERIENCE (CITY ENGINEER OR PUBLIC WORKS DIRECTOR)

Mr. Tcharkhoutian has served as City Engineer or Public Works Director for the following agencies:

- City of Sierra Madre
- City of El Monte
- City of South El Monte
- City of Baldwin Park

RELATED PROJECT EXPERIENCE (OTHER AGENCY EXPERIENCE)

Mr. Tcharkhoutian has served as Principal, Senior, or Associate Engineer for the following agencies:

- City of Montebello
- City of Duarte
- City of Vernon
- City of Wildomar
- City of Colton
- City of South Gate
- City of Maywood
- City of Monrovia

RECENT PROJECT EXPERIENCE

Mr. Tcharkhoutian has recently provided Inspection Services for the following projects:

CITY OF HUNTINGTON PARK

Assisted with QA/QC services for the preparation of the City's 2020 Urban Water Management Plan. The project involved an analysis of the City's water system, calculation of future growth, demands, and water supply, and a plan of action to manage supplies under various climatic and emergency conditions. The project also involved coordination with outside agencies and with the general public.

Inspection services of the City and County catch basins within the limits of the City of Huntington Park. The project involved an inventory of the catch basins to assess the rehabilitation needs of the catch basins related to clean stormwater discharges. The goal of the inspections was to determine the need for inlet screens and baskets, and to determine the cleaning needs of the catch basins.

Engineering services for Phase IV of the City's ATP project. The services included Project Approval & Environmental Design (PA&ED) work in preparation for the solicitation of PS&E. The PA&ED phase will lay the groundwork for the completion of "complete streets" for six (6) streets, with a pedestrian focus, including bicycle routes, sharrows, curb bulbouts, zebra crosswalks, signal modifications, and signage.

**Jake Comer, E.I.T.
Engineer**

EDUCATION:
California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:
Engineer-In-Training, CA (No. 18-460-16)
Licensed Engineer, CA
In Progress - Passed National Exam

OVERVIEW:

Mr. Comer serves as an engineer for various projects, including water, sewer, and storm drain projects. Mr. Comer has experience in hydrologic and hydraulic analyses, engineering design work with both AutoCAD and MicroStation, field data collection, and GIS analyses. The majority of Mr. Comer's experience has been with public agencies. Mr. Comer recently provided inspection services for the City's catch basin inventory project (listed below). **The majority of Mr. Comer's experience has been with public agencies.**

RELATED PROJECT EXPERIENCE

Mr. Comer has been involved with the related projects described below and on the following page. These projects are only a portion of Mr. Comer's overall experience:

CITY OF HUNTINGTON PARK

Assisted with QA/QC services for the preparation of the City's 2020 Urban Water Management Plan. The project involved an analysis of the City's water system, calculation of future growth, demands, and water supply, and a plan of action to manage supplies under various climatic and emergency conditions. The project also involved coordination with outside agencies and with the general public.

Inspection services of the City and County catch basins within the limits of the City of Huntington Park. The project involved an inventory of the catch basins to assess the rehabilitation needs of the catch basins related to clean stormwater discharges. The goal of the inspections was to determine the need for inlet screens and baskets, and to determine the cleaning needs of the catch basins.

Engineering services for Phase IV of the City's ATP project. The services included Project Approval & Environmental Design (PA&ED) work in preparation for the solicitation of PS&E. The PA&ED phase will lay the groundwork for the completion of "complete streets" for six (6) streets, with a pedestrian focus, including bicycle routes, sharrows, curb bulbouts, zebra crosswalks, signal modifications, and signage.

CITY OF CHINO

Engineering services for the Yorba Avenue and Eucalyptus Avenue Sewer Main Replacement project. The project involved replacing approximately 5,000 feet of 10-inch and 15-inch sewer main with 15-inch and 21-inch VCP. The project also included a sewer study which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved coordination with Union Pacific Rail Road for a railroad crossing.

IRVINE RANCH WATER DISTRICT (IRWD)

Served as an Engineering Intern for one year. Duties included engineering analysis, CAD design, site inspections, preparation of specifications, and preparation of cost estimates. During his internship with IRWD Mr. Comer worked with the Engineering and Planning Department, Development Services, and Operation Center. He also worked on various sites including the Michelson Water Recycling Plant, Baker Water Treatment Plant, San Joaquin Reservoir, and the Biosolids and Energy Recovery Facility Construction site.

CITY OF MONTEBELLO

Currently providing engineering services for the City's Beach Street Pavement and Storm Drain Rehabilitation Project (Phase II). The project involves removal and replacement of pavement and storm drain, including coordination with LA County for a connection in the Rio Hondo Channel.

Stephen Williams
Engineer

EDUCATION:
Penn State University,
B.S. Business (Org. Leadership)

OVERVIEW:

Mr. Williams provides engineering, surveying, construction inspection and drafting services for West & Associates. Prior to his experience in the water/wastewater industry, Mr. Williams had worked in the manufacturing industry for about 10 years, wherein he supervised a team. His skills with the finer details add to the precision of work for the project team. Mr. Williams recently provided engineering design services for several water main projects, including two (2) for the nearby City of Alhambra.

PROJECT EXPERIENCE

Mr. Williams has been involved with the related projects described below:

CITY OF ALHAMBRA

Engineering services for the Winchester Avenue Water Main Replacement project. The project involved replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 5,000 feet.

Currently providing engineering services for the Winthrop Drive Water Main Replacement project. The project involves replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 7,000 feet.

Engineering services for the Chapel Avenue Sewer Main Replacement project. The project involved replacing an existing 8-inch sewer main with a 12-inch sewer main, including manhole rehabilitation, connections to existing sewer service laterals, and street rehabilitation. The work also included a Preliminary Design Report (PDR) which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved street rehabilitation.

CITY OF CHINO

Engineering services for the Baker Avenue Water Main Replacement project. The project involved replacing a distribution main along with new service laterals, hydrants, and connections to existing mains. The project also involved coordination with the Division of Drinking Water for the location of the new water main. The total length of the project was approximately 700 feet.

CITY OF CHINO HILLS

Engineering services for the Maroon Bell – Winchester Water Main Replacement project. The project involved replacing distribution mains along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The project also involved street rehabilitation. The total length of the project was approximately 3,500 feet.

CITY OF SIMI VALLEY

Assisted with engineering services for the design of about 25,000 feet of water mains to serve a proposed housing development in the City. The sewer improvements included over 6,000 feet of new water main in Lost Canyons Drive and over 20,000 feet of new mains in the proposed streets.

SOUTH COAST WATER DISTRICT

Engineering services for the design of the District's Joint Transmission Mains Vaults Upgrade Project. The project involved the replaced of three large valve vaults and also included site upgrades. The vault vaults included valve replacements for 24-inch, 36-inch, and 42-inch valves.

Opty Fernandez, P.E.
Electrical Engineer

EDUCATION:
California State University,
Long Beach
B.S. Electrical Engineering

REGISTRATION:
Registered Electrical Engineer,
California
No. 12496

OVERVIEW

Mr. Fernandez has known Mr. West for 10 years and provides Electrical Engineering for a portion of West & Associates' projects as an extension of West & Associates' staff. Mr. Fernandez has over 37 years of diverse experience in all facets of electrical engineering, including low and medium voltage power distribution, process instrumentation and controls, power quality studies, and value engineering. He has **vast experience in the electrical design of water and wastewater facilities.**

PROJECT EXPERIENCE

Mr. Fernandez has been involved with the projects described below:

CITY OF LYNWOOD, REHABILITATION OF FIVE WELLS, BOOSTER STATION AND PUBLIC WORKS YARD

The project consists rehabilitation of five well pump stations, rehabilitation of a booster pump station and the upgrade of the electrical service equipment of the public works yard. The rehabilitation involves the removal of pressure tanks, addition of sand separators, the addition of emergency generators and replacement of the motor control center and RTUs, the improvement of the delivery method and increase efficiency thereby saving the City thousands of dollars per year in energy cost.

CITY OF LYNWOOD, WELL NO. 22 – ELECTRICAL DESIGN

The project is the equipping of a new municipal-supply water well for the City of Lynwood. The proposed new well is estimated to be at a depth of 1,100 ft. and pump at a rate of 2,000 gpm. The well pump motor is 250 horsepower driven by a variable frequency drive and backed by a 350-kW emergency diesel generator. The generator is housed in a CMU building.

WALNUT PARK WATER DISTRICT WELL PUMP #12

The project entails the installation of a new 4,000 gpm (450hp) well pump. The design includes upgrading the existing MCC and integration of the controls with the existing control panel. A load shedding and interlocking control scheme was developed in order to utilize the existing standby generator which is not originally designed sized for the new load.

COACHELLA VALLEY WATER DISTRICT, INDIAN WELLS LIFT STATION

The lift station consists of two 60 hp submersible pumps controlled by variable frequency drives to modulate the pumps and match the incoming flow. A 200 kW diesel generator provide emergency power in the event of utility power outage. The station is monitored and controlled locally a local PLC and remotely via an existing SCADA system

CITY OF CAMARILLO, WASTEWATER PUMPING STATION NO. 6

Project Status: Operating since 06/05. The project is a new wastewater pumping lift station for a new housing development in the City of Camarillo. The lift station is capable of pumping 1100 gallons per minute and is equipped with three (3) 25 horsepower pump. All the electrical equipment is installed outdoor in a NEMA 4 enclosure including the main switchboard, the motor control center and the control panel. Each pump is controlled by a variable frequency drive which operates to match in incoming flow. An integrated PLC, OIT and telemetry system controls the lift station and communicates the station status, controls, and alarm points to an existing SCADA system. The lift station is equipped with a 100 kW standby generator in the event of utility power failure.

WALNUT PARK WATER DISTRICT BOOSTER PUMP STATION REPLACEMENT

Project Status: Operating since 03/04. The project encompasses the replacement of a closed system booster pump station and associated equipment which includes the replacement of existing electrical service equipment, pumps and motors, motor control center and provisions for a future 1500 gpm well. In addition, a new PLC based control system and instruments were provided to control the new booster station, the existing two (2) 125 hp well pumps and the existing administration building. Furthermore, the existing 400 kW diesel generator and automatic transfer switch were salvaged and integrated with the new electrical system as well as feed to the existing well pumps and chlorination facility.

IRVINE RANCH WATER DISTRICT, SHADY CANYON PUMP STATION AND RESERVOIR

The Shady Canyon domestic water reservoir is a 24-foot high 0.75 million-gallon rectangular tank with two separate compartments. Each compartment is equipped with a separate intake and discharge line but with a single main intake and discharge line. Each intake and discharge line to the compartments is equipped with motor operated valve that are controlled by a PLC. The PLC is tied to IRWD's existing SCADA system.

YORBA LINDA WATER DISTRICT, BASTANCHURY RESERVOIR AND BOOSTER PUMP STATION PROJECT

Project Status: Operating since 2004. The water tank is an above ground 2.0 MG steel tank and the booster station is capable of pumping 2000 GPM with the aid of two 75 horsepower turbine pumps. A telemetry system was integrated the existing SCADA system which communicates status, controls, and alarm points. An emergency power generator was provided for the pump station building in the event of power failure.

CITY OF COMPTON, WELL #18 UPGRADE

Project Status: Operating since 02/06. The project consists of the addition of a natural gas engine motor to work in conjunction with an electric motor for a groundwater well pump station. The project included the interlocking of the existing electrical control systems with a Murphy Controller for the engine motor. The new control system and the existing chlorination equipment were interfaced with the City's existing SCADA system.

CITY OF BRAWLEY, LA PALOMA WATER TANK AND BOOSTER PUMP STATION

Project Status: Operating since 2008. The booster pump station is above ground housed in a concrete building with (2) 60 HP pumps which pump into a closed system. The pumps are equipped with dedicated variable frequency drives which modulate the water pressure relative to the demand. The water tank is a 2.0 MG steel tank installed above ground. Both the booster station and the water tank are controlled by a single programmable logic controller (PLC) and a human-machine interface (HMI).

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, COTTONWOOD HILLS RESERVOIR ZONE 1750

Project Status: Operating since 04/06. The project is a potable water reservoir located at Canyon Hills to serve the Cottonwood Hills development. The reservoir includes electric service from SCE, site lighting, instrumentation and radio telemetry for communication to the District's existing SCADA system.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT, COTTONWOOD HILLS RESERVOIR ZONE 1934

Project Status: Operating since 11/08. The project is a 0.55 MG water reservoir located at Canyon Hills to serve the Cottonwood Hills development. The reservoir utilized the District's standard control panel which includes security system, site lighting, instrumentation and radio telemetry for communication to their existing SCADA system.

**Vahé Petrossian, P.E., S.E.
Structural Engineer**

EDUCATION:
American University of Shiraz, Iran
B.S. Civil Engineering, 1978
American University of Shiraz, Iran
M.S. Earthquake Engineering, 1979

Registration:
Registered Civil Engineer,
California, C 042780
Registered Structural Engineer,
California, S 3421

OVERVIEW

Mr. Petrossian has known Mr. West for nearly 10 years and provides Structural Engineering for a portion of West & Associates' projects as an extension of West & Associates' staff. Mr. Petrossian has nearly 30 years of experience in structural engineering. His experience includes design and analysis of office buildings, retaining structures, wind towers, solar trackers, elevated tanks, ground supported reservoirs, pump stations, storm drain structures, and other infrastructure facilities. Mr. Petrossian has been involved in a number of research projects and is an active member of several Code writing committees. He has formulated and developed custom computer programs for analysis and design of various structures. He has also conducted finite element analysis of complex structures such as space frames and crossed braced elevated structures.

PROJECT EXPERIENCE

Mr. Petrossian has been involved with the projects described below:

CITY OF GLEN DORA

Well building structural design services for the City's New Well 14 at Willow Springs Park. The improvements included site grading, a new well building, new discharge piping and valves, new electrical & communication equipment (SCADA), site sewer & drainage improvements, and landscaping improvements at the City's Willow Springs Park.

CITY OF CAMARILLO

Design for replacement and renovation of the entire City sewer system including domestic and industrial waste. Performed design of Structural supports, several overpasses, bridge hangers, trust blocks, and junctions for gravity feed and forced main lines

CITY OF LA PALMA

Well building structural design services for the City's Walker Well & City Yard Wells. The improvements included well building expansion, modification of existing discharge piping & valves, addition of new on-site sodium hypochlorite improvements, new sand separators, site drainage improvements, electrical modifications, communication (SCADA) improvements, and grading.

CITY OF LYNWOOD

Well building structural design services for the City's New Well 22 at Lynwood Park. The improvements included drilling and development of a new well, site grading, a new well building, new perimeter CMU block wall, sidewalk improvements, new discharge piping and valves, new on-site generator, new electrical & communication equipment (SCADA), site sewer & drainage improvements, and landscaping improvements at the City's Lynwood Park.

CITY OF RIALTO

Well building structural design services for the City's New Well 3A at the City's easterly end (in an undeveloped area). The improvements included site grading, a new well building, a new perimeter wall (CMU block) new discharge piping and valves, new discharge pipeline (over 1,000 ft.) new electrical & communication (SCADA) equipment, and site sewer & drainage improvements.

CITY OF SANTA ANA

Seismic strengthening of 1.0 MG elevated tank, constructed prior to 1920. Responsible for the design and construction observation. The design included full implementation of the latest finite element methods.

**Will Rolph, P.E., P.L.S., QSD/P
Surveyor**

EDUCATION:
California State University,
Long Beach
B.S. Civil Engineering

REGISTRATION:
Licensed Civil Engineer, CA. No. 76698
Licensed Surveyor, CA 9381
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 00812

OVERVIEW:

Mr. Rolph has **nearly twenty (20)** years of engineering and land surveying experience. Mr. Rolph assists with surveying services for a portion of West & Associates' projects. As a surveyor, Mr. Rolph's has experience working with local municipalities. Mr. Rolph's engineering background involves a strong component of water and sewer utility design.

PROJECT EXPERIENCE

Mr. Rolph has worked with Mr. West on the following projects described below. These projects represent just a small portion of Mr. Rolph's experience:

CITY OF ALHAMBRA

Land surveying & mapping services for the Winchester Avenue and Winthrop Drive Water Main Replacement project. The project involved replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 10,000 feet. Finally, the project also involved street rehabilitation.

Land surveying & mapping services for the Chapel Avenue Sewer Main Replacement project. The project involved replacing an existing 8-inch sewer main with a 12-inch sewer main, including manhole rehabilitation, connections to existing sewer service laterals, and street rehabilitation. The work also included a Preliminary Design Report (PDR) which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved street rehabilitation.

CITY OF CHINO

Oversight of surveying & mapping services for the Baker Avenue Water Main Replacement project. The project involved replacing a distribution main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 700 feet.

CITY OF CHINO HILLS

Oversight of surveying & mapping services for the Maroon Bell – Winchester Water Main Replacement project. The project involved replacing distribution mains along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The project also involved street rehabilitation. The total length of the project was approximately 3,500 feet.

CITY OF RANCHO SANTA MARGARITA

Oversight of surveying & mapping services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing curbed median in Melinda Road north of the 241-toll road.

CITY OF SIERRA MADRE

Oversight of surveying & mapping services for the City's FY 2019-20 Street Improvements Project. The project involved the rehabilitation of over 10,000 feet of City streets, including full-depth replacement, grind and overlay, slurry seal, replacement of curb, gutter, sidewalk, and curb ramps.

**Daniel Rolph,
Surveyor/CAD Designer**

EDUCATION:
B.S., Architecture,
San Diego School of Architecture

REGISTRATION:
Licensed Surveyor, CA
(In Progress)

OVERVIEW:

Mr. Rolph practices as a surveyor and CAD designer in the State of California. He has experience in land surveying in over a dozen cities throughout California, many of which have involved coordination with public agencies, including City and Water District Staff and California State agencies, such as Caltrans. **Thus, Mr. Rolph is familiar with the needs of public agencies.**

PROJECT EXPERIENCE

Mr. Rolph has over five (5) years of land surveying and CAD experience. Mr. Rolph has worked with Mr. West on the following projects described below. Most of Mr. Rolph's experience has been with other firms. As such, these projects represent just a small portion of Mr. Rolph's experience:

CITY OF ALHAMBRA

Land surveying & CAD Design services for the Winchester Avenue and Winthrop Drive Water Main Replacement project. The project involved replacing distribution mains and a transmission main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 10,000 feet. Finally, the project also involved street rehabilitation.

Land surveying & CAD Design services for the Chapel Avenue Sewer Main Replacement project. The project involved replacing an existing 8-inch sewer main with a 12-inch sewer main, including manhole rehabilitation, connections to existing sewer service laterals, and street rehabilitation. The work also included a Preliminary Design Report (PDR) which evaluated design alternatives and calculated sewer flows and capacity of the existing and new main. Finally, the project also involved street rehabilitation.

CITY OF CHINO

Land surveying services for the Baker Avenue Water Main Replacement project. The project involved replacing a distribution main along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The total length of the project was approximately 700 feet.

CITY OF CHINO HILLS

Land surveying services for the Maroon Bell – Winchester Water Main Replacement project. The project involved replacing distribution mains along with new service laterals, hydrants, air-vacs and blow-offs, connections to existing mains, and abandonment of existing facilities. The project also involved street rehabilitation. The total length of the project was approximately 3,500 feet.

CITY OF RANCHO SANTA MARGARITA

Land surveying services for the City's Melinda Road Median Extension Project. The project involved the extension of an existing curbed median in Melinda Road just north of the 241-toll road.

CITY OF SIERRA MADRE

Land surveying & CAD Design services for the City's FY 2019-20 Street Improvements Project. The project involved the rehabilitation of over 10,000 feet of City streets, including full-depth replacement, grind and overlay, slurry seal, replacement of curb, gutter, sidewalk, and curb ramps.

SECTION 6: QUALITY ASSURANCE/QUALITY CONTROL

Quality Assurance/Control of Procedures

The following are quality control methods that we plan on implementing for this project:

Direct Project Management

The project manager, Mr. Phillip West, will be directly involved on this project. Instead of periodic reviews and dictations to engineering staff, he will work alongside engineering staff to ensure the work is done properly. All staff members have access to the same files and can edit as the needs arise without things being “lost-in-translation”. This drastically reduces errors during the work process.

Maintain regular communication

We will strive to address all issues the first time, so that the issues do not have to be re-addressed down the road, thus saving time and money. To accomplish this, we will apply the following procedures:

- Maintain regular communication via telephone and email. Important information will be made in writing via email in order to be accessible by all parties throughout the duration of the project.
- Strive for a high level of responsiveness and timeliness with all email and telephone communication. Typically, we respond to all phone calls or emails within a few hours or less. This reduces re-work if communication corrects a design issue that would have otherwise been resolved improperly.

Permitting Plan

This project **will likely require coordination with outside agencies** (Division of Drinking Water, Southern California Edison, and the County) **for well discharge modifications and electrical upgrades**. To avoid delays related to outside agency coordination, we intend to coordinate with these agencies as follows:

- Shortly after project kickoff, we will conduct “preliminary” coordination with these agencies in order to establish a contact individual and inform them of the technical details of the project. The “preliminary” communication will continue up to the 2nd (60%) design submittal. The initial feedback from the agency will be provided to the City so that the City can assess the impact of the agency’s requirements during the City’s review of the 60% Plans. This will allow the City to review the 60% plans more effectively.

SECTION 6: QUALITY ASSURANCE/QUALITY CONTROL

- The intent is to “lock-in” the design such that after the City provides comments to the 60% Plans, the design is “locked-in” (as far as any design items that concern the permitting agency). Significant changes in design requested by the City after a submittal has been made to the permitting agency can delay the permitting process if the changes concern the permitting agency.

Since the City will have “locked-in” the design at the 60% level, we will coordinate with the agency contact individual until approval by the agency. The City can still request changes to the Plans at 90% and 100% design levels, but **it is our goal to reduce the number and intensity of revisions** in order to avoid any delays in permitting/approval.

Quality Assurance/Control of Products

All work will go through a QA/QC process before submittal to the client. We strive to have all projects reviewed by an experienced individual not directly involved in the project, although general familiarity with the project and the client is desirable. During the QA/QC process, Adobe PDF software is utilized to review documents as opposed to printing hard copies. This is not done to be “green”, but rather to **save time and to keep records of our quality control**. This is also important if any quarantines persist during this project. The review of the construction documents shall focus on three key areas including: 1) quality of drafting, 2) quality of design, and 3) constructability.

SECTION 7: REFERENCES

References

The following are key references for this proposal:



CITY OF HUNTINGTON PARK

6550 Miles Avenue, Huntington Park CA 90255

Cesar Roldan, Director of Public Works (323) 584-6320
croldan@hpcagov



CITY OF ALHAMBRA

900 New Avenue, Alhambra, CA 91801

Thomas Amare, Engineer 626-300-1562
tamare@cityofalhambra.org



CITY OF SIERRA MADRE

232 W. Sierra Madre Blvd. Sierra Madre CA 91024

Chris Cimino, Director of Public Works 626-355-7135
ccimino@cityofsierramadre.com



CITY OF CHINO

13220 Central Avenue, Chino, CA 917110

Eduardo Diaz, Engineer (909) 334-3534
ediaz@cityofchino.org



LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT

27307 State Hwy. 189, Blue Jay, CA 92317

Aida Hercules-Dodaro, District Engineer (909) 336-7100
ahercules@lakearrowheadcsd.com

SECTION 8: SCHEDULE

Project Schedule

We have included our project schedule on the following page in MS Project format. The schedule is based on an estimated start date (Kickoff Meeting) of January 25, 2022, which coincides with a Proposal due date of December 13, 2021. The schedule shows the following completion dates:

- Preliminary Design Report (PDR) Completion by March 1, 2022
- Completion of 100% PS&E by August 30, 2022

This schedule is tentative and based on our understanding of the Scope of Work at this time. Once the details of the project are better known after Project Kickoff, or after completion of the PDR, we can adjust the schedule if necessary.

SECTION 10: COMPLIANCE WITH RFP AND CONTRACT AGREEMENT

Statement(s)

At this time, we have no objections to the terms or conditions of the RFP or to the City's standard agreement for professional services. Our insurance coverage meets or exceeds the minimum insurance requirements outlined in the City's agreement for professional services. A sample copy of our insurance certificate is shown below.

CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 9/22/2021
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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.</p> <p>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).</p>						
PRODUCER IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656 WWW.IOAUSA.COM		INSURED West & Associates Engineering, Inc. 78 Anacapa Court Foothill Ranch CA 92610-2436		CONTACT NAME: Betty Tran PHONE: 949-297-5962 (AVC, Fax): 949-297-5960 EMAIL: betty.tran@ioausa.com INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Travelers Casualty and Surety Co America INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 13056 31194		
COVERS		CERTIFICATE NUMBER: 64065479		REVISION NUMBER:		
<p>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.</p>						
INSR LTR A ✓ COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR ✓ Prim/NonCon ✓ Wvr of Subr GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> BLDG. <input checked="" type="checkbox"/> LOC OTHER:	ADM. BURIN INSR. WVR ✓ ✓	POLICY NUMBER PSB0005154 Scheduled AI Endt #PFB3130212 Professional Services performed by the Insured are Excluded	POLICY EFF. (MM/DD/YYYY) 9/19/2021	POLICY EXP. (MM/DD/YYYY) 9/19/2022	UNITS	
					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex. Incidence) MEDICAL (Any one person) PERSONAL & ADV. INJURY GENERAL AGGREGATE PRODUCTS COMP/OP AGG	\$2,000,000 \$1,000,000 \$10,000 \$2,000,000 \$4,000,000 \$4,000,000
A ✓ ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired Autos ✓ AUTOS ONLY ✓ Prim/Non ✓ Wvr of Subr	SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> ✓	POLICY NUMBER PSA0003084 Scheduled Insured Endt #CA20481013; Prim/NonCon and Blkt Wvr of Subr included on pg 2 of Form #PPA3000313	POLICY EFF. (MM/DD/YYYY) 9/19/2021	POLICY EXP. (MM/DD/YYYY) 9/19/2022	UNITS	
					EACH OCCURRENCE BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per incident)	\$1,000,000 \$ \$ \$
A ✓ UMBRELLA LIAB ✓ EXCESS LIAB	RETENTION \$ ✓ OCCUR CLAIMS-MADE	POLICY NUMBER PSE0002695 Excludes Professional Liability	POLICY EFF. (MM/DD/YYYY) 9/19/2021	POLICY EXP. (MM/DD/YYYY) 9/19/2022	UNITS	
					EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000
A ✓ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER/CEO/CEO? <input checked="" type="checkbox"/> (Mandatory in NM) ✓ OTHER ✓ DE Scription of OPERATIONS below	Y/N N/A	POLICY NUMBER PSW0004148 Waiver of Subrogation Endt #WC0403060484	POLICY EFF. (MM/DD/YYYY) 9/19/2021	POLICY EXP. (MM/DD/YYYY) 9/19/2022	UNITS	
					✓ PER STATUTE ✓ EACH ACCIDENT ✓ EACH DISEASE - EA EMPLOYEE ✓ E.L. DISABIL. - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
B Professional Liability Claims-Made		106587562	9/19/2021	9/19/2022	\$2,000,000 Each Claim \$2,000,000 Annual Aggregate	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) <p>Certificate Holder is an Additional Insured with respect to General Liability (GL) and Automobile Liability when required by contract with the Insured, but only to the extent provided within the Endorsement noted above. GL includes Separation of Insureds and Contractual Liability per limitations in the Business Owners Coverage form. A Workers Compensation Waiver is included for the person or organization named in the Schedule that are parties to a written contract, but only to the extent provided within the Endorsement noted above. Coverage is subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice of Cancellation / 10 Days for Non-Payment in accordance with policy provisions.</p>						
CERTIFICATE HOLDER * Per ACORD Additional Remarks Schedule City of Alhambra, its officials, officers and employees 111 S. First Street Alhambra CA 91801			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 (AVC) Alicia K. Inram 			

WEST&ASSOCIATES
ENGINEERING, INC.

SECTION 9: FEE SCHEDULE/COST PROPOSAL

Professional Services for Water Engineering Design Services of Well No. 16

Detailed Fee Estimate

Task No.	ITEM	PM	CIVIL	ELEC	STRCT	CAD	SRVY	QA/QC	SEC	TOTAL			
			ENGR	ENGR	ENGR					HRs.	\$		
NON-OPTIONAL WORK LISTED IN RFP													
Pt. 1 - PRELIMINARY ENGINEERING													
1	Kickoff Meeting Including Preparation of Agenda & Minutes	4	8	4	4					2	22	\$3,432	
2	Data Collection, Review, and Site Investigations	4	8	8	4						24	\$4,068	
3	Field Survey & Prepare Digital (AutoCAD) Base Maps	6	8			24	18				56	\$8,808	
4	Preliminary Design Report	6	40	24	8				6	4	88	\$13,734	
5	Preliminary Coordination LA County Dept. of Public Works	2	8							2	12	\$1,560	
6	Preliminary Coordination with SC Edison (Electrical Power)	2	8							2	12	\$1,560	
7	Preliminary Coordination with DDW (Feedback on Requirements)	4	8							2	14	\$1,872	
8	Utility Company Coordination	2	8							8	18	\$1,992	
9	Review Meetings (1)	4	4	4						2	14	\$2,100	
Subtotal		34	100	40	16	24	18	6	22	260	\$39,126		
Pt. 2 - FINAL ENGINEERING													
1	Prepare & Submit 30% Design PS&E	8	24	24	8	24			8	4	100	\$14,536	
1	Prepare & Submit 60% Design PS&E	12	40	40	12	32			8	4	148	\$22,084	
2	Prepare & Submit 90% Design PS&E	12	40	40	8	32			8	4	144	\$21,304	
3	Prepare & Submit 100% (Final) Design PS&E	12	24	24		12			8	4	84	\$12,376	
4	Coordination with LA County Dept. of Public Works	8	24							8	40	\$5,136	
5	Coordination with SC Edison (Electrical Power)	4	8	24						8	44	\$6,984	
5	Coordination with DDW (Feedback on Requirements)	4	16							4	24	\$3,120	
7	Review Meetings (2)	6	6							4	16	\$2,052	
Subtotal		66	182	152	28	100	0	32	40	600	\$87,592		
Pt. 3 - BIDDING & CONSTRUCTION SUPPORT													
1	Attend Pre-Bid Meeting	3	3	3							9	\$1,467	
2	RFIs During Bidding (Estimate 10 RFIs)	2	8	4							14	\$2,196	
3	Addenda During Bidding (Estimate 2 Addenda)	2	6	4							12	\$1,920	
4	Pre-Construction Meeting	4	4	4							12	\$1,956	
5	RFIs During Construction (Estimate 10 RFIs)	4	12	6							22	\$3,450	
6	Submittal Review (Estimate 25 Submittals)	4	20	8							32	\$4,944	
7	Construction Progress Meetings (Estimate 3 Meetings)	9	9	6							24	\$3,816	
Subtotal		28	62	35	0	0	0	0	0	125	\$19,749		
Pt. 4 - AS-BUILTS													
1	As-Built/Record Drawings	4	4	8	4	8			8		36	\$5,332	
Subtotal		4	4	8	4	8	0	8	0	36	\$5,332		
Direct Costs (printing, reproduction, shipping, mileage, etc.)												N/A \$2,201	
TOTAL NON-OPTIONAL WORK		132	348	235	48	132	18	46	62	1,021	\$154,000		

Non-Optional Work: \$154,000

SECTION 9: FEE SCHEDULE/COST PROPOSAL

Professional Services for Water Engineering Design Services of Well No. 16

HOURLY RATE CHART AND EXPENSE REIMBURSEMENT SCHEDULE

Key Positions

Position	Hourly Rates
Project Manager	\$156
Engineer	\$138
Electrical Engineer	\$195
Structural Engineer	\$195
CAD Designer (Assistant Engineer Level)	\$102
Quality Assurance/Control	\$125
Secretary	\$72
2-Man Survey Crew	\$240

Subconsultants

Position	Typical Rates
Geotechnical Boring & Lab Analysis (Per Boring of Up to 10 feet)*	\$8,000*
Potholing (Typ. Subconsultant costs per pothole)*	\$1,400*

*Price may vary depending on number of potholes/borings.

Reimbursable In-House Costs

Vehicle mileage, between engineer's office and project site and/or client offices	\$ 0.58/mile
Reproduction, printing, and any other services performed by subcontractor	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates are effective until the end of this contract.

ITEM NO. 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



December 21, 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 2021-01 SB1 CDBG STREET ENHANCEMENT PROJECT FY 2021-22 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 2021-01 SB1 CDBG 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 June 1, 2021 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. The streets had been previously approved for design as part of the 2020-01 SB1 Project at the regularly scheduled City Council meeting of November 17, 2020.

The following street segments were designed:

Street Name	Beginning Location	Ending Location
Miles Avenue	150' N/O 57 th Street	Florence Avenue
Santa Fe Avenue	58 th Street	Florence 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

CONSIDERATION AND APPROVAL OF PLANS, SPECIFICATIONS & ENGINEER'S ESTIMATE FOR CIP 2021-01 SB1 CDBG STREET ENHANCEMENT PROJECT FY 2021-22 AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

December 21, 2021

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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 23, 2021
Bid submittal due date:	January 26, 2022
Tentative City Council Award date:	February 15, 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 \$3.5 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 roads all qualify if funding is from discretionary general fund. The City's required local MOE amount is \$1,137,529. Community Development Block Grant (CDBG) funds have been allocated to this project in the amount of \$2,485,242.77. The CDBG program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq. CDBG funds may be used for activities which include but are not limited to construction of public facilities and improvements, such as water and sewer facilities, streets etc.

**CONSIDERATION AND APPROVAL OF PLANS, SPECIFICATIONS & ENGINEER'S
ESTIMATE FOR CIP 2021-01 SB1 CDBG STREET ENHANCEMENT PROJECT FY
2021-22 AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

December 21, 2021

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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 2021-01 SB1 CDBG Street Enhancement Project - Plans
- B. CIP 2021-01 SB1 CDBG Street Enhancement Project - Specifications

ATTACHMENT 1
PROJECT PLANS AND SPECIFICATIONS
AVAILABLE AT THE CITY CLERK'S OFFICE

ITEM NO. 6



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 21, 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 ADD THE SUPERVISORY CONTROL AND DATA ACQUISITION
SYSTEM AT WELL NO. 15**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the professional services agreement (PSA) to add the supervisory control and data acquisition (SCADA) system at Well No. 15 to Emerson Process Management Power & Water Solutions, Inc. (Emerson) for a not-to-exceed amount of \$16,316.50 payable from Account No. 681-8030-461.56-41; and
2. Authorize the City Manager to execute the PSA.

BACKGROUND

Utilizing efficient and precise water monitoring systems is critical to the City providing clean and affordable water to our residents. From the importation of Metropolitan Water and pumping the water from the aquifer, the water used on a daily basis goes through scrupulous monitoring to ensure that overall water quality is consistent and in compliance with state and federal regulations. Older water monitoring systems required a lot of staff-time and resources to keep operations running. Inframark, as the City's water maintenance and operations contractor, monitor each step of the water treatment process.

Utilizing a system like the supervisory control and data acquisition (SCADA) allows us to digitally connect to the central networks and use the computer system to gather and analyze data in real-time, which ultimately helps prevent structural concerns. Staff is able to see where real-time problems as they commence to occur and staff is able to respond in a timely manner. SCADA as the software application program helps staff process control of the network while gathering real time data from remote locations.

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO ADD THE SUPERVISORY CONTROL AND DATA ACQUISITION
SYSTEM AT WELL NO. 15**

December 21, 2021

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Since Well No. 15 has been temporarily offline, City staff has sought a quote from Emerson to install the SCADA. City and consultant staff rely on the expertise and support from an outside contractor. Based on the proposal evaluated and received, it is staff's recommendation to award the professional services agreement to Emerson. Consultant is slated to complete the investigation and install the SCADA based on viable engineering recommendations and applicable industry standards. Completion is scheduled for the summer of 2022, or when the Water Replenishment District and Suez complete the rehabilitation of Well No. 15 and the Cottage Reservoir tank respectively.

FISCAL IMPACT

Emerson had been previously issued Purchase Order (PO) No. 2266 for the amount of \$14,990. Since the work at Well No. 15 was not completed due to unforeseen concerns, staff is bringing this item back to City Council for approval. Emerson did not bill against PO #2266. Staff recommends awarding the contract agreement to Emerson for a not-to-exceed amount of \$16,316.50 payable from Account No. 681-8030-461.56-41.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

- A. Emerson Professional Services Agreement

ATTACHMENT "A"



**PROFESSIONAL SERVICES AGREEMENT
SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM AT WELL NO. 15**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21st day of December 2021** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Emerson Process Management Power & Water Solutions, Inc.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT 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 21, 2021** and end on **December 31, 2022**. It is the CONSULTANT'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement (**Ending December 31, 2022**). 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. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONSULTANT'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$16,316.50** (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 CONSULTANT'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 CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT 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 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 notify CONSULTANT 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 CONSULTANT.

- 1.5 **ACCOUNTING RECORDS:** CONSULTANT 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 CONSULTANT.
- 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 materials, 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 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION:** CONSULTANT hereby designates or designee 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.

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 to the highest standards of CONSULTANT'S profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT'S employees and agents (including but not limited to SUB-CONSULTANT) 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 the standard of care set forth under this Section or by any like failure on the part of CONSULTANT'S employees, agents, and SUB-CONSULTANT. Such effort by CONSULTANT 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 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 to the highest 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 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 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, or SUB-CONSULTANT 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, or SUBCONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

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

2.10. **INDEPENDENT CONSULTANT STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT 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 CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT 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, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
 - A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than 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 CONSULTANT dual 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 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insure maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.

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

3.6 **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 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 CONSULTANT'S commencement of any work or any of the Work. Upon CITY'S written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to 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. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT'S commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT'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 CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT 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, SUB-CONSULTANT 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.
- 4.6 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.
- 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 CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. 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. CONSULTANT 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 CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.

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

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

such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within 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, 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 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 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 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 CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT'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 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. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT'S performance under this Agreement pending CONSULTANT'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONSULTANT'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, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT 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 CONSULTANT, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, 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 CONSULTANT'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONSULTANT 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, CONSULTANT'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** 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 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 SUB-CONSULTANT S 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 CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

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

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

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

CONSULTANT:

Emerson Process Management
Power & Water Solutions, Inc.
Attn: Roger Labrecque - Water Group
200 Beta Drive
Pittsburgh PA 15238
Office: (860) 778-3672

CITY:

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

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

6.6 **SUBCONTRACTING:** CONSULTANT shall not SUB-CONSULTANT any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONSULTANT S (including without limitation SUB-CONSULTANT S with Sub-CONSULTANT'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 CONSULTANT:** CITY reserves the right to employ other CONSULTANT in connection with the various projects worked upon by CONSULTANT.

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

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

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, 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, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(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 CONSULTANT 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:

EMERSON:

By: Ricardo Reyes
City Manager

Date: _____

By: Roger Labrecque
Emerson

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC.



Emerson
Power & Water Solutions, Inc.
200 Beta Drive
Pittsburgh, PA 15238

November 5, 2021

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

Attention: Cesar Roldan
Subject: Engineering Service for Huntington Park CA – Well 15 Improvements
Emerson Process Management Power & Water Solutions, Inc.
Offer No. WAS013340

Dear Mr. Roldan,

Emerson Process Management Power & Water Solutions, Inc. part of the Emerson Automation Solutions family of business units (Emerson), is pleased to submit this offer to the City of Huntington Park. This offer is in response to the subject inquiry and consists of the contents of this letter (including attachments) and any reference made herein.

Item	Description	Total
1	Engineering Services for Well 15 Improvements as described in the Scope of Work and Bill of Materials below. <i>**Project management, travel time and T&L expenses are included.</i> <i>**If additional time is required it will be charged at an hourly rate of \$187/hr for on-site work, \$131/hr for travel time, plus T&L.</i>	\$16,316.50
Total		\$16,316.50

Taxes are not included in our offer, however all taxes will be applied when invoicing if applicable

Scope of Work

Emerson will coordinate with the City and third-party installers to confirm the set of new I/O points required for the project. Emerson will produce a set of drawings that will indicate the locations to terminate the new points at the RTU.

Based on a preliminary examination of the I/O requirements, there appears to be sufficient spare I/O already present in the RTU:

1. There are currently 3 analog inputs in use (elevated tank, ground reservoir, pressure) out of 8 total. The Well 15 improvements appear to add 4 more (well discharge pressure, GAC Flow 1, GAC Flow 2, well level). This will leave 1 spare analog input.
2. There are currently 5 digital inputs in use out of 16 total. The Well 15 improvements appear to add 6 more. This will leave 5 spare digital inputs.
3. There are currently 3 digital outputs in use out of 16 total. The Well 15 improvements do not appear to change this count. This will leave 13 spare.

If additional I/O points need to be added during the course of the project, then additional RTU hardware may become necessary. Additional hardware is not included in the scope of this proposal.

Emerson will revise the Well 15 (Cottage Station) RTU program to monitor the new I/O points.

Emerson will download the revised program into the RTU on-site. Emerson will provide on-site installation support during termination of the new I/O points at the RTU. Emerson will provide startup assistance to the installers to test automatic operation.

Emerson will revise the Well 15 (Cottage Station) graphic display on the HMI SCADA computer to indicate the new I/O points and configure new alarm notifications as needed. Emerson will verify communications and automatic operation.

Emerson will provide an as-built set of drawings to the City that document the new I/O wiring.

Bill of Materials

None.

Clarifications

Except for the materials and services specifically defined in this offer, all materials and services are excluded from Emerson's scope of supply.

Emerson Field Services as part of this proposal are to be provided during normal business hours (8:00 AM to 5:00 PM Monday through Friday, holidays excluded).

Work shall be performed per mutually agreed schedule, and may consist of hours performed off site by internet linked remote access.

Terms and Conditions

This offer expressly limits acceptance to the terms of this offer including the terms and conditions set forth in the attached Emerson Process Management Terms & Conditions of Sale Form B (01 08). Excess Freight and handling charges shall be added.

Terms of Payment

Invoices will be issued for each of the following deliverable line items with payment due Net 30 days from the date of the invoice. The amount of each invoice shall be calculated by applying the percentages (%) shown below against the total Purchase Order price including any changes.

- 100% Upon completion and customer acceptance (but in any event not later than 60 days after completion of start-up)

Proprietary Information

This offer and any subsequent communications relative to this offer are considered to be proprietary information of Emerson. Accordingly, such proprietary information shall not be published, used, reproduced, transmitted, or disclosed to others outside your organization without prior written consent by Emerson.

Bid Validity

This offer shall remain valid for sixty (60) days from the date of this letter, unless otherwise extended, modified, or withdrawn in writing by Emerson. The return of a purchase order or any other reasonable manner of acceptance communicated to us during such validity period will be sufficient to form an agreement based exclusively on the terms and conditions of this offer.

Ordering

Thank you for the opportunity to submit this offer. If you have any questions regarding our estimate or should you require additional information please contact Roger Labrecque at 860-778-3672.

Our ControlWave Storefront customer service will accept and process purchase orders for these items. If you would like to place an order for the items listed in this offer, address them as follows and email your purchase order referencing the offer and its terms to PWS.WAS_Storefront@Emerson.com

Emerson Process Management
Power & Water Solutions Inc.
Attn: Water Group
200 Beta Drive
Pittsburgh PA 15238

Further information and instruction can also be found at our web site, located here
<http://www.emersonprocess-powerwater.com/ControlWave/NET/Ordering.aspx>

Sincerely,

Diego Mora / Roger Labrecque
Emerson Automation Solutions
Power & Water Solutions, Inc.

Attachment(s): Emerson Process Management Terms & Conditions of Sale Form B (01 08)

These Terms govern Emerson's quotation and any resulting Contract for Emerson to supply Goods, Documentation, Software and Services.

1. **Quotation & Contract:** Emerson's quotation is valid for acceptance for 30 Days after its date, unless Emerson has stated a different period or withdraws it earlier. The PO must be in writing and has no effect until Acknowledgement. Emerson is not obliged to accept any PO. If there are any conflicts, discrepancies or ambiguities, the following order of priority applies: (1) the Acknowledgment, (2) these Terms, (3) the PO and (4) Emerson's quotation. Clauses 5 and 16 of these Terms take priority over the rest of these Terms. All communications about the Contract must be in English and state the Customer PO number and Emerson order number.
2. **Customer Duties:** Customer must in a timely manner supply the information, documents and instructions Emerson reasonably needs to proceed with Contract duties. Customer is responsible for the accuracy and completeness of all information it supplies. If Emerson performs Services at Site, Customer will not ask Emerson or Emerson Personnel to enter any agreement which imposes, waives, releases, indemnifies or otherwise limits or expands any rights or obligations in respect of Emerson or Emerson Personnel. Any such agreement is void. If the acts or omissions of Customer, Customer Personnel or Customer's other contractors delay or prevent Emerson from performing a Contract duty or increase Emerson's costs, time will be extended and Customer will compensate Emerson accordingly.
3. **Delivery:**
 - 3.1 **Delivery and Performance Periods.** Delivery and performance periods begin on Acknowledgment. All delivery periods and dates stated are approximate. Emerson will not be liable for any damages caused by its failure to deliver or perform on time.
 - 3.2 **Delivery Terms.** Unless the Contract says otherwise, Emerson will deliver the Goods, Documentation and Software from its, its Affiliate's or third party's factory or warehouse (the point of delivery), Cartage Paid To (CPT) the place of destination named in the Contract (Incoterms® 2010). Customer will pay for freight, packing and handling at Emerson's then current rates.
 - 3.3 **Partial Shipments.** Emerson may make partial shipments. Emerson may ship batteries separately from the rest of the Goods. Hard copies of Documentation may be shipped separately from the Goods.
 - 3.4 **Storage.** Emerson may place Goods, Documentation and Software into a third party warehouse chosen by Emerson, at Customer's expense if Customer, by its acts or omissions, delays their shipment. On placing Goods, Documentation and Software in the warehouse, delivery is complete and risk and title in Goods and Documentation passes to Customer. This Clause 3.4 does not apply to Goods, Documentation and Software which Emerson or its Affiliate is to export from the United States.
4. **Title & Risk:** Even if the Contract says otherwise and except as stated in Clauses 3.4 and 5: (a) for any Goods and Documentation which Emerson or its Affiliate is to export from the United States, title and risk of loss will pass to Customer when they pass the territorial limits of the US; (b) for all other Goods and Documentation, title will pass to the Customer on delivery and risk of loss will pass to Customer under the Incoterms® 2010 rule stated in the Contract.
5. **Documentation, Software, Firmware and Intellectual Property:** Emerson and other owners will each keep all rights, interest and title in their respective Documentation, Software, and Firmware. Customer's use of Software and Firmware is governed exclusively by the Software License Agreement with Emerson (or its Affiliate) if there is one or, in any other case, by the license terms of the owner. If Software or Firmware is not governed by a separate Software License Agreement, Customer is granted a non-exclusive, royalty-free license to use that (a) Software only in conjunction with the Goods; and (b) Firmware in the Goods, only as incorporated in the Goods. In both cases, the license applies only at the Site where the Goods are first used. Customer may only copy Documentation (with its copyright notices unchanged) as needed to install, operate, re-calibrate, de-install, maintain and repair the Goods for its reasonable internal business purposes. Unless the Contract says otherwise, Documentation will consist of one copy only of Emerson's, its Affiliates', or the manufacturer's standard documents in English. Emerson is only required to supply third party documents if authorized to do so by the third party. Emerson may choose to supply Documentation by hard copy, by CD-ROM or other suitable media, or by download from a website.
6. **Compensation:**
 - 6.1 **Prices/Rates.** Unless the Contract says otherwise, the prices, Software license fees and rates: (a) are fixed for Goods, Documentation and Software licenses delivered and for Services performed within the period(s) stated in the Contract; (b) exclude all taxes (such as sales, use, value added and similar taxes), duties, levies and similar charges. Emerson will invoice all these taxes, duties, levies and charges unless it has received an appropriate exemption from Customer; (c) exclude freight, packing and handling; and (d) exclude the storage, installation, start-up and maintenance of the Goods and Software.
 - 6.2 **Payment Terms.** (a) Customer will pay Emerson: (i) in full without set-off, counterclaim or withholding (except deductions required by Law); (ii) in the currency of Emerson's quotation; and (iii) within 30 days of the invoice date. (b) Emerson will invoice: (i) Goods (including part shipments), Documentation and Software license fees; on delivery; (ii) Services and storage costs under Clause 3.4; monthly in arrears. (a) Customer will pay Emerson by check or direct bank transfer to the Emerson bank account stated in the Contract or invoice, paid in either case from Customer's account with a bank in Customer's country. Emerson may reject payment by any other method. (b) Customer waives the right to dispute any invoiced amount unless Customer tells Emerson of the dispute (with detailed reasons) within 10 Days from the invoice date. All undisputed amounts are payable as set out in Clause 6.2(c). (c) Emerson may end the Contract or suspend performance (including withholding shipment and suspending performance of Services) if Customer fails or, in Emerson's reasonable opinion, appears likely to fail to make payment when due under the Contract or any other contract. This action will not subject Emerson to any penalty or affect its other rights. (d) Emerson may at any time demand such security for payment as Emerson may think reasonable, and Customer will provide the security within 10 Days after the request. This action will not affect any other right of Emerson. (e) Customer must pay all expenses (including attorneys' fees) incurred by Emerson in collecting late payments, up to the maximum amounts permitted by Law.
 - 7. **Warranties:**
 - 7.1 Emerson warrants that: Emerson will transfer title to the Goods (excluding Software and Firmware) to Customer under Clause 4; (a) Goods, Documentation and Services will conform with the Specification; (b) Goods made by Emerson or its Affiliates will, under normal use and care, be free from defects in materials or workmanship; and (c) Emerson and its Affiliates' Personnel delivering Services are trained and will use reasonable skill and care.
 - 7.2 **Warranty Periods.** Unless otherwise specified by Emerson, the warranties in Clause 7.1 apply as follows: (a) **Goods:** until the earlier of 12 months from the first installation or 18 months from delivery (90 days from delivery in the case of consumables and PolyOil® products). (b) **Services:** for 90 days from completion of the Services. (c) **Goods repaired, replacement items and Services re-performed:** from delivery of the replacement or completion of the repair or re-performance, for 90 days or until the end of the original warranty period (if later).
 - 7.3 **Warranty Procedure.** Clause 7.3 applies if, within the warranty period, Customer discovers any non-conformity with a warranty in Clause 7.1, tells Emerson in writing and, in the case of Goods, returns the non-conforming items at Customer's cost, freight and insurance pre-paid, to the repair facility chosen by Emerson. Where this Clause applies, Emerson will, at its sole option, either: (a) correct any non-conforming Documents and Services; or (b) repair or replace non-conforming Goods FCA (Incoterms® 2010) at the repair location; or (c) instead refund the price of the non-conforming item.
 - 7.4 **Exclusions from Warranty.** (a) The warranties in Clause 7.1(b), (c) and (d) exclude and Customer will pay the cost of all repairs and replacements caused by any of the following: normal wear and use; inadequate maintenance; unsuitable power sources or environmental conditions; improper handling, storage, installation, or operation; misuse or accident caused by anybody except Emerson; a modification or repair not approved by Emerson in writing; materials or workmanship made, provided or specified by Customer; contamination; the use of unapproved parts, firmware or software; Cyber Attack; any other cause not the fault of Emerson. (b) Emerson will not pay any costs relating to non-compliance with a warranty in Clause 7.1, except where agreed in writing in advance. Unless accepted in writing by Emerson, Customer will pay: (i) all costs of dismantling, freight, reinstallation and the time and expenses of Emerson Personnel for travel under Clause 7; and (ii) all costs incurred by Emerson in correcting nonconformities for which Emerson is not responsible under Clause 7 and in examining items that comply with the warranties in Clause 7.1. (c) If Emerson relies on wrong or incomplete information supplied by
- 7.5 **Customer:** all warranties are void unless Emerson agrees otherwise in writing. (d) Customer alone is responsible for the selection, maintenance and use of the Goods. (e) Resale Products are only the warranty given by the original manufacturer. Emerson has no liability for Resale Products beyond making a reasonable commercial effort to arrange procurement and shipping of Resale Products.
8. **Disclaimer:** The limited warranties set out in this Clause 7 are the only warranties made by Emerson and can be changed only with Emerson's signed written agreement. THE WARRANTIES AND REMEDIES IN CLAUSE 7 ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANYTHING ELSE FOR ANY OF THE GOODS, DOCUMENTATION OR SERVICES.
9. **Changes:** No change to the Contract applies unless agreed in writing by Emerson and the Customer.
- 9.1 **Termination:**
 - Termination for Default and Insolvency.** (a) Either party (Injured Party) may end the Contract wholly or partly by written notice to the other (Defaulting Party), if an Insolvency Event or Default Event affects the Defaulting Party. Termination under Clause 9.1 will not affect other rights of the Injured Party. (b) A Default Event occurs if all the following conditions are met: (i) Defaulting Party breaches a material duty under the Contract; (ii) Injured Party sends Defaulting Party a notice identifying the breach in sufficient detail; 10 Days after receiving the notice, Defaulting Party has not corrected the breach; and (i) if the breach cannot reasonably be corrected in 10 Days, Defaulting Party has not acted diligently to fix the breach. (c) An Insolvency Event means any of the following: (i) a meeting of creditors of Defaulting Party, (ii) a proposal for an arrangement or composition with or for the benefit of creditors of Defaulting Party, (iii) a chargeholder, receiver, administrative receiver or similar person is appointed over or takes possession of material assets of Defaulting Party, (iv) a legal enforcement process is taken (and not discharged within 5 Days) against material assets of Defaulting Party, (v) Defaulting Party stops trading or cannot pay its debts, (vi) anyone gives notice of intention to appoint an administrator, or applies to court to appoint an administrator, in relation to Defaulting Party, (vii) a petition is presented (and not discharged within 20 Days) or a resolution is passed or an order made for winding-up, bankruptcy or dissolution of Defaulting Party, (viii) an event similar to any of (i) to (vii) in a jurisdiction where Defaulting Party is incorporated or resides or carries on business or has assets. (d) On termination under Clause 9.1(a), Customer will pay Emerson the price of Goods, Software, Documentation and Services already delivered. If Emerson was the Injured Party, Customer will also pay Emerson for work in progress under Emerson's then current policies and cancellation charges.
 - Termination for Customer Convenience:** Customer may end the Contract in whole or in part for its own convenience only with Emerson's written agreement and following Emerson's then current policies and cancellation charges.
 - Termination after 90 Days' Force Majeure:** Either party may end the Contract without liability by written notice to the other if performance of the Contract is delayed or prevented by a cause listed in Clause 12 for 90 Days. Unless prevented by a cause listed in Clause 12, Customer will pay Emerson for all Goods, Documentation, Software licenses and Services delivered before the notice was given and for work in progress.
 - Customer Information:** Emerson may use and share Customer information in accordance with data protection Law, as necessary to fulfill the Contract and to communicate with Customer for marketing purposes, including sharing: (a) Customer information to its suppliers, for use in product registration and support and to comply with import and export control Law; (b) Customer information and copies of the Contract to its agents and sales representatives, as necessary to fulfill the Contract.
 - Intellectual Property Claims:** In Clause 11, an **Intellectual Property Claim** is a claim that Goods made or Documentation produced by Emerson infringe a valid intellectual property right (including patent, copyright, design right and trade mark) of the United States or of a country where the Contract states the Goods will be used. Clause 11 applies only while Customer does the following: (a) promptly tells Emerson in writing that an Intellectual Property Claim has been threatened or filed; (b) allows Emerson complete control of the defense and settlement of the claim; and (c) gives all reasonable help and cooperation requested by Emerson for the defense. Emerson will indemnify and defend Customer against any Intellectual Property Claim brought by legal action. Emerson will only pay any final judgment or settlement resulting from the action. If the action results in an injunction against the use of any Goods or Documentation, Emerson will, at its sole option and expense, provide a commercially reasonable alternative. This may include procuring for Customer the right to continue using the Goods or Documentation or replacing them with a non-infringing item or changing them to become non-infringing or refunding their price. Emerson will not be liable for infringement, and Customer will indemnify Emerson, in each of these cases: (a) the infringement relates to goods not made by Emerson, (b) Emerson did not design the Goods or Documentation, or Emerson did not design them for use in the way or for the purpose that infringed intellectual property rights, (c) the Customer caused the Goods or Documentation to become infringing.
 - Force Majeure:** Neither party is liable for non-performance or delay due to unforeseen circumstances or causes beyond its reasonable control, including acts of God; war; armed conflict; terrorism; fire; flood; accident; weather; failure or interruption of public and private computer or telecommunication systems, networks, and infrastructure; Cyber Attacks; sabotage; strikes or labor disputes; civil disturbances or riots; governmental decisions, requests, restrictions, Law (including the denial, failure to issue or loss of export or re-export licenses); unavailability of or delays in transport; or shortage of materials or parts.
 - Export Controls and Compliance:** Customer and Emerson will comply with: (a) export, import and other trade compliance Laws of the territories in which Customer and Emerson are established, from which the Goods, Firmware, Software, Services and any technical data are supplied or shipped, and to which the Goods, Firmware, Software, Services and any technical data will be taken or eventually used; and (b) Laws against bribery, corruption and money-laundering. Customer agrees not to use, transfer, release, export or re-export any Goods, Firmware, Software, Services or Emerson-supplied technical data contrary to trade compliance Law or to any license or required government authorization.
 - Customer will give Emerson:** (a) details of financial institutions and other parties involved in the transaction; (b) details of the end-destination, end-user and end-use of the Goods, Firmware, Software, Documentation and Services; (c) all information needed by Emerson to: (i) apply for necessary export and import licenses and government authorizations and (ii) comply with Laws against bribery, corruption and money-laundering and Emerson's policies on them; and (d) any trade compliance certification or letter of assurance requested by Emerson in relation to trade compliance Law.
 - Neither Emerson nor Customer will engage in any activity that exposes the other party or an Affiliate to a risk of penalties under Laws forbidding improper payments, including bribes.**
 - Laws and Regulations:** Both parties will comply with all Laws, except to the extent a party is prohibited from doing so based upon a conflict of Laws. The Contract does not require Emerson to collect, treat, recover or dispose of anything Law treats as 'waste'. If the Law on waste requires Emerson to dispose of something it supplied, Customer will, if allowed by Law, pay Emerson to dispose of it at Emerson's standard charge. If Emerson has no standard charge, Customer will pay Emerson's costs incurred in the disposal (including handling, transport and a reasonable mark-up for overhead). Each party must ensure that its Personnel will, while on the premises of the other party, comply with the other party's reasonable site rules on HSSE that are communicated in writing to the visitor before its arrival, and with the other party's reasonable instructions relating to HSSE. Emerson objects and does not agree to the application of any governmental procurement provision to the Contract.
 - Nuclear and Medical End-use:** GOODS, FIRMWARE, SOFTWARE, DOCUMENTATION SERVICES AND THE PRODUCTS OF SERVICES SUPPLIED UNDER THE CONTRACT ARE NOT BE USED (I) IN CONNECTION WITH ANY MEDICAL, LIFE-SUPPORT OR RELATED APPLICATIONS, OR (II) UNLESS OTHERWISE AGREED IN WRITING BY BOTH PARTIES AND COMBINED WITH AN EXECUTED NUCLEAR DEFENSE & INDEMNIFICATION AGREEMENT.

IN CONNECTION WITH ANY NUCLEAR OR NUCLEAR-RELATED APPLICATION(S).
Regardless of whether Customer is the owner/operator of the nuclear, medical or other facility, Customer: (a) accepts all Goods, Software, Documentation, Services and products of Services with these restrictions; (b) agrees to communicate these restrictions in writing to all later buyers or users; and (c) agrees to defend and indemnify Emerson and Emerson Affiliates from all claims arising from such use of Goods, Firmware, Software, Documentation, Services and products of Services.

This indemnity covers every sort of claim, including allegations of negligence, strict liability or product liability.

16. Limitation of Liability: EMERSON AND ITS AFFILIATES WILL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF CUSTOMER STATED IN THIS CONTRACT ARE EXCLUSIVE, REGARDLESS OF THE TYPE OF THE CLAIM (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), EMERSON'S AND ITS AFFILIATES' LIABILITY TO CUSTOMER AND ITS AFFILIATES WILL NEVER EXCEED THE CONTRACT PRICE. NEITHER PARTY WILL EVER BE LIABLE FOR (A) DAMAGES FOR LOSS OR CORRUPTION OF DATA OR CYBER ATTACKS, OR (B) INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. "CONSEQUENTIAL DAMAGES" INCLUDE BUT ARE NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, REPLACEMENT PRODUCT AND CLAIMS OF EACH PARTY'S AFFILIATES. No action, regardless of form, relating to this Contract, may be brought more than 2 years after the claim arose.

17. Applicable Law, Disputes, Notices: Missouri law governs the Contract and its interpretation. The parties agree to exclude any effect on that law of the 1980 United Nations' Convention on Contracts for the International Sale of Goods and, so far as legally possible, any rules which might apply the laws of another jurisdiction. The State of Missouri's courts or the U.S. federal district courts in Missouri have exclusive jurisdiction over all disputes arising out of the Contract. All notices and claims connected with the Contract must be in writing.

18. Entire Agreement: The Contract is the exclusive and entire agreement between the parties on its subject matter. At Acknowledgment, the Contract supersedes all previous or existing agreements, negotiations, representations and proposals, whether written, oral, express or implied, on that subject matter.

19. Definitions: In these Terms:

Acknowledgement is Emerson's written acceptance of the PO by means of Emerson's standard order acknowledgement form, including all text on the form and its attachments.

Affiliate of an entity is any body that entity controls, is controlled by or is under common control with.

'Control' of an entity means the direct or indirect beneficial ownership of more than half the shares, or other participating interest with the right to vote or to receive profits of that entity.

Contract is the agreement between Customer and Emerson for the supply of the Goods and any Documentation, Software and Services. The Contract consists of: Emerson's quotation, the PO, the Acknowledgement, these Terms, and all other documents contained or referred to in the agreement. (See Clause 1.3 for the order of priority of these documents.)

Contract Price is the total price the Customer must pay Emerson for the Goods, Documentation, Services and Software licenses.

Customer is the buyer of the Goods, Documentation, Services and Software licenses.

Customer Information is: (a) Customer's name, address, phone number, ship-to recipient and address; (b) similar details for the end-user (if that is not the Customer); and (c) Customer's primary contact's name, address, phone number, and email address.

Cyber Attack: Means cyber attack, intrusion attempt, unauthorized third party access, and other malicious activity.

Day: is any day except Saturdays, Sundays and public holidays at Emerson's office named in the Contract.

Documentation: Means any manuals, drawings and other documents Emerson must supply with the Goods, Software and Services.

Emerson: Is the Emerson Automation Solutions group company which issues the Acknowledgement.

Firmware: Is any firmware incorporated into Goods Emerson must supply under the Contract.

Goods: Are the goods Emerson must supply under the Contract.

HSSE: Is health, safety, security and the environment.

Law: Is applicable law, including statutory rules and regulations, decrees, directives, orders, by-laws and ordinances having the force of law.

Personnel: Is anyone who works for a party (or for an Affiliate or subcontractor of that party). It includes both employees and contract staff.

PO: Is Customer's purchase order or acceptance of Emerson's quotation, for the supply of the Goods, Software, Documentation and Services.

Resale Products: Are Goods Emerson buys from anyone except an Emerson Affiliate for resale to Customer.

Services: Are any services Emerson must perform under the Contract.

Site: Means the places not belonging to Emerson or to an Emerson Affiliate, which are identified in the Contract as where the Goods are to be installed, and the Services performed.

Software: Is any software Emerson must supply under the Contract.

Specification: Is the agreed specification of the Goods, Documentation and Services identified in the Contract or, if none is identified, Emerson's standard published specification.

ITEM NO. 7

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



December 21, 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 SPECIFICATIONS FOR CIP 2021-02 CPS AND ARS PROJECT 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 2021-02 CPS and ARS Project specifications; and
3. Authorize staff to proceed with bid advertisement for construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the December 1, 2020 City Council meeting, the City Council adopted the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for fiscal year 2020-21. The City receives direct funding via the Municipal Program proportional to the revenues generated within Huntington Park's boundary. The Municipal Program is designed to maximize the ability to address stormwater and urban runoff challenges and opportunities. Projects and programs are required to include a water quality benefit; multi-benefit projects and nature-based solutions are strongly encouraged. The Funding can be used for eligible activities such as project development, design, construction, effectiveness monitoring, operations and maintenance (including operation and maintenance of projects built to comply with 2012 MS4 permits), as well as for other programs and studies related to protecting and improving water quality in lakes, rivers and ocean.

The construction specifications have been completed in accordance with Greenbook standard specifications, Los Angeles County stormwater 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

CONSIDERATION AND APPROVAL OF SPECIFICATIONS FOR CIP 2021-02 CPS AND ARS PROJECT TO PROCEED WITH BID ADVERTISEMENT

December 21, 2021

Page 2 of 3

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 23, 2021
Bid submittal due date:	January 25, 2022
Tentative City Council Award date:	February 15, 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

On March 9, 2021, the City received \$419,513.82 from the County of Los Angeles for the City's portion of the FY 2020-21 Safe Clean Water Transfer Agreement No. 2020MP34. This allocation is part of the Los Angeles County Flood Control District's Safe and Clean Water Program funding from County voter initiate Measure W. 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



**CONSIDERATION AND APPROVAL OF SPECIFICATIONS FOR CIP 2021-02 CPS
AND ARS PROJECT TO PROCEED WITH BID ADVERTISEMENT**

December 21, 2021

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CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. CIP 2021-02 CPS AND ARS Project Specifications

ATTACHMENT 1
CIP 2021-02 CPS & ARS PROJECT
PROJECT SPECIFICATIONS
AVAILABLE AT THE CITY CLERK'S OFFICE

ITEM NO. 8

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report



December 21, 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 GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Proposal (RFP) process for professional services related to geotechnical and environmental services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park has begun preliminary construction of an aquatic center at Salt Lake Park. As part of the preliminary construction, geotechnical and environmental work will need to be completed. The purpose of a qualified geotechnical and environmental firm will be to provide testing and engineering documents related to the underlying soil conditions where the construction of the aquatic center will take place.

In order to save costs and work directly with a firm that specializes in geotechnical and environmental reporting and findings, a request for proposal process is needed to solicit proposals from qualified firms. The RFP will solicit firms known for working with municipal agencies who understand current environmental and geotechnical requirements. The selected firm will be tasked with working on behalf of the City with outside permitting agencies to secure the necessary permits for the construction of the aquatic center.

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 firm from the City's General Fund.

**AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR
PROFESSIONAL SERVICES RELATED TO GEOTECHNICAL AND
ENVIRONMENTAL ENGINEERING SERVICES**

December 21, 2021

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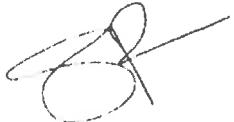
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Interim Community Development Director

ATTACHMENT(S)

- A. RFP for professional services related to Geotechnical and Environmental Engineering



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSALS FOR
Professional Services for
Professional Services for Geotechnical and
Environmental Services**

PROPOSAL DUE DATE: January 20, 2022 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Steve Forster
323.584.6320
sforster@hpcgov

CITY OF
HUNTINGTON
PARK

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1. INTRODUCTION

The City of Huntington Park has undertaken a capital improvement project to construct an indoor aquatic center that will consist of a 50 meter pool, recreation area and 20,000 square foot structure. During the course of the preliminary construction, a phase 1 and 2 report(s) were completed. Further work will need to be conducted to determine the extent of things such as suitable backfill, environmental testing (before and during construction) landfill gasses and other environmental remediation that will be needed to secure a post closure landfill permit. The City is currently in negotiations with the LEA and Calrecycle on the extent of the requirements for a suitable building site.

2. OVERVIEW

The City of Huntington Park (City) seeks the services of a geotechnical and environmental firm to provide services to analyze, investigate and produce documents relative to a future aquatic center at Salt Lake Park in the City of Huntington Park. At the present time, the City wishes to work with a qualified geotechnical and environmental firm in conjunction with the Los Angeles County Health Department Local Enforcement Agency (LEA) and CalRecycle to evaluate and assist in developing plans and permitting for the future aquatic center. The selected firm will explore the documents provided by the LEA to assist in preparing a plan forward with construction of the aquatic center as well as provide the necessary technical document relevant to securing a post closure landfill permit. 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 firm will be required to have qualified individuals that have demonstrated experience within the geotechnical and environmental testing industry. The firm and Individuals that work for the firm should have relevant experience in post closure landfill permitting and have worked with CalRecycle and the LEA in the past.

Request for Proposal

Professional Services for Geotechnical and Environmental Services

Page | 4

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 site.
- Evaluation of the suggested improvements.
- Preparation of a preliminary geotechnical plan.
- Evaluation of possible locations of contamination.
- Remediation plan.
- Health and safety plan.

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 Geotechnical and Environmental 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@h pca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, January 6, 2022**. 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, January 13, 2022**. 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 20, 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 22, 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 20, 2022
TENTATIVE CITY COUNCIL AWARD DATE	February 1, 2022
APPROXIMATE NOTICE TO PROCEED DATE	February 7, 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) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. 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-state 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 SUBCONSULTANT. 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 policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

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

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

C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** 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 policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, 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 Indemnites from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnites. 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 6.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

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

B. 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 or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

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: [NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

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 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.

ITEM NO. 9



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 21, 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:

**PUBLIC HEARING TO ADOPT THE HUNTINGTON PARK RULE 20A
UNDERGROUNDING PROJECT ON SANTA ANA STREET BETWEEN STATE
STREET AND OTIS STREET LIMITS AND DECLARING THE FORMATION OF
UNDERGROUND UTILITY DISTRICT 15**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Open the public hearing and hear objections or protests, if any, to the proposed formation of the Rule 20A Underground Utility District project on Santa Ana Street, between State Street and Otis Street;
2. Close the public hearing; and
3. Adopt a Resolution declaring the formation of Underground Utility District No. 15.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 16, 2021, the City Council approved Resolution 2021-35 which ordered a public hearing on December 21, 2021 to declare its intention to form an underground utility district. Southern California Edison (SCE) provided an initial assessment for undergrounding the utilities on Santa Ana Street, between State Street and Otis Street. Staff published a notice of this public hearing in the local newspaper on November 19, 2021. Staff mailed out notification letters to specific property owners impacted by the potential establishment of the district.

An underground utility district will be established via the adoption of this resolution and coordination will take place with SCE staff to meet at least once every other month to discuss the status and progress of the Rule 20A project. Staff presented information on the current level of Rule 20A funding available for undergrounding projects and recommended that the City Council direct staff to move forward with adopting the resolution to underground Santa Ana Street, between State Street and

**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 AN
UNDERGROUND UTILITY DISTRICT 15**

December 21, 2021

Page 2 of 3

Otis Street. Following the establishment of the underground district, staff will begin coordination with SCE to design the undergrounding and associated infrastructure project.

LEGAL REQUIREMENT

Undergrounding of utilities is consistent with the City of Huntington Park Municipal Code Title 7 Public Works, Chapter 7 Utilities; Conversion of Overhead Lines, Section 7-7.03, the City's General Plan and California Streets and Highways Code Sections 5896.1 et seq. These codes authorize the City Council to initiate proceedings for the creation of Underground Utility Districts.

SCE reviewed this location and based on the length of the proposed project (approximately 4,000-feet), the City does not have sufficient 20A allocations to proceed with the entire scope of work. However, a reduced scope of work based on the City's current available allocation balance of approx. \$2,300,000 will be provided accordingly.

Establishing an underground district will compel SCE to move forward with the design and ultimate construction of the project that has been preliminarily reviewed by its underground specialist. Establishing a new undergrounding district will protect the city's allocations from being diverted to other jurisdictions.

ENVIRONMENTAL

The City as the lead agency under CEQA, has determined that the proposed improvements on Santa Ana Street, between State Street and Otis Street and the formation of an Underground Utility District is categorically exempt, under Section 15302(d), from environmental review pursuant to the California Environmental Quality Act.

FISCAL IMPACT/FINANCING

Establishing utility underground districts has no impact on City resources, though preserves its Rule 20A credits. SCE will provide a Rough Order of Magnitude estimate for the undergrounding of utility power pole facilities on Santa Ana Street, between State Street and Otis Street. Under the Rule 20A program, SCE's approximate remaining allocation work credit amount to the City is at \$2,354,230. SCE will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. The City's Rule 20A credits allow SCE to design and ultimately convert the existing overhead electric facilities to underground facilities.

CONCLUSION

**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 AN
UNDERGROUND UTILITY DISTRICT 15**

December 21, 2021

Page 3 of 3

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. Resolution declaring the formation of Underground Utility District No. 15.

ATTACHMENT "A"

RESOLUTION NO. 2021-39

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK ESTABLISHING UNDERGROUND
UTILITY DISTRICT 15 AND ADOPTING THE
HUNTINGTON PARK RULE 20A UNDERGROUNDING
PROJECT ON SANTA ANA STREET BETWEEN STATE
STREET AND OTIS STREET**

WHEREAS, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32; and

WHEREAS, pursuant to certain criteria, CPUC rules allow participating cities and counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution and service facilities will be converted to underground; and

WHEREAS, each year the City is notified by Southern California Edison (SCE) regarding the allocation of credits for conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations; and

WHEREAS, the City has consulted with SCE and determined that the City has accumulated Rule 20A credits that are sufficient to complete the proposed overhead to underground conversion project; and

WHEREAS, the City had determined that the project in coordination with SCE undergrounding specialist will utilize available funding through the Rule 20A program so the costs of conversion of the overhead facilities will not be paid for by affected property owners or users; and

WHEREAS, City of Huntington Park Municipal Code Title 7 Public Works, Chapter 7 Utilities; Conversion of Overhead Lines, Section 7-7.03 and California Streets and Highways Code Sections 5896.1 et seq. authorize the City Council to initiate proceedings for the creation of Underground Utility Districts; and

WHEREAS, a public hearing was called for on November 16, 2021, to ascertain whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures, and the underground installation of wires and facilities for supplying electric, communication or similar or

1 associated service, within that certain area of the City described as follows: Santa Ana
2 between State Street and Otis Street; and

3 **WHEREAS**, by the aforementioned section of the City's Municipal Code, and
4 per the direction from City Council at the regularly scheduled meeting of November
5 16, 2021, the City Clerk notified all affected property owners by mail of the time and
6 place of the public hearing to determine whether to form an underground utility district;
7 and

8 **WHEREAS**, when adopted said district shall be designated Underground Utility
9 No. 15; and

10 **WHEREAS**, the City Council held a public hearing at which time the City
11 Council did receive and consider the recommendation from staff and did hear any and
12 all objections or protests that were raised by the owners of property within the above
13 described district pertaining to designating this area an underground utility district.

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

16 **SECTION 1.** The public interest requires the removal of all existing utility poles
17 [excepting those poles supporting streetlights or traffic signals], overhead wires and
18 associated overhead structures and installation of underground wires and facilities for
19 supplying electric power, communication, or similar associated services within the area
20 being designated as Underground Utility District 15.

21 **SECTION 2.** That SCE will coordinate with cable television services and other
22 affected services and shall commence work on the design to underground facility
23 installation in the Underground Utility District 15 and that as each phase of the project is
24 complete and ready for conversion from overhead to underground utility facilities, all
25 fronting property owners shall be notified by first class letter, postage pre-paid, of the
26 schedule for conversion of all utility service lines.

27 **SECTION 3.** Be it further resolved and ordered, that any and all actions, whether
28 previously or subsequently taken by the City, which are consistent with the intent and
purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified,
approved and confirmed.

ITEM 10

CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report



December 21, 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 SUBSTANTIAL AMENDMENT NUMBER ONE TO THE FY 2021-2022 ANNUAL ACTION PLAN (AAP) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Open the public hearing and hear objections or protests, if any, to the proposed Substantial Amendment Number One for CDBG funds.
2. Approve the Substantial Amendment Number One to the Annual Action Plan for FY 2021-2022, inclusive of any comments received by the City Clerk during the 30-day public comment period.
3. Authorize City Manager to execute the project and program with the unallocated FY 2019-2020 CDBG funds.
4. Authorize City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).
5. Amend the Fiscal Year 2021-2022 Budget in accordance with the approved Substantial Amendment.
6. Authorize City staff to electronically transmit the amended components of the FY 2021-2022 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD) via Integrated Disbursement and Information System (IDIS).

AMENDMENT NO. ONE TO 2021-2022 AAP

December 21, 2021

Page 2 of 3

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year, the City prepares an Annual Action Plan in connection with the Five-Year Consolidated Plan which details how the City will expend the federal funds that it receives from the Department of Housing and Urban Development (HUD). The Annual Action Plan is a multi-purpose document with two principal purposes:

- The Annual Action Plan identifies the projects and programs to be undertaken during the upcoming fiscal year, and the proposed objectives and outcomes to be achieved within the overall context of the Five-Year Consolidated Plan; and
- The Annual Action Plan acts as the City's application process for federal formula grants, principally comprised of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

The purpose of this agenda item is to present Amendment Number One (Substantial) to the FY 2021-2022 Annual Action Plan. On July 20, 2021, the Mayor and City Council approved the FY 2021-2022 Annual Action Plan for the use of CDBG and HOME Entitlement funds. When the City contemplates making substantial revisions to its adopted Annual Action Plan, a Substantial Amendment is necessary.

The City proposes the following substantial actions:

2019 unallocated funding:

IDIS Act. No.	Activity /Project Title	Amount
n/a	Unallocated CDBG funds	\$182,500
	Total	\$182,500

Total reallocation: \$182,500.00

2021 Newly proposed activity that will receive funding:

IDIS Act. No.	Activity /Project Title	Amount
n/a	Inner City Visions- unsheltered homeless program (new)	\$182,500
	Total	\$182,500

The Inner City Visions Program will be provide case management, referral, and/or supportive services to the unsheltered homeless individuals in the City of Huntington Park.

AMENDMENT NO. ONE TO 2021-2022 AAP

December 21, 2021

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LEGAL REQUIREMENT

Not applicable.

FISCAL IMPACT/FINANCING

The City's reallocation of CDBG funds for FY 2021-2022 consists of using unallocated CDBG funds from FY 2019-2020. The total reallocation for this substantial amendment is \$182,500.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have little to no impact on current City services.

CONCLUSION

Following tonight's public hearing, Amendment Number One to the Fiscal Year 2021-2022 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) and staff will proceed to fund the Inner City Visions Program for the unsheltered homeless.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Interim Community Development Director

1 **SECTION 4.** This Resolution shall take effect immediately upon adoption by the
2 City Council. The City Clerk shall certify to the adoption of this Resolution.

3 **PASSED, APPROVED, AND ADOPTED** this 21st day of December 2021.

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