

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, February 1, 2022

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

Graciela Ortiz
Mayor

Eduardo “Eddie” Martinez
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
Council Member

Manuel “Manny” Avila
Council Member



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

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

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

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

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

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

PUBLIC COMMENT

Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@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)

NONE

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)
Communities for a Better Environment et. al. v. City of Huntington Park
Los Angeles Superior Court Case No. 21STCPO0834
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 January 18, 2021

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated February 1, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2019-14 ATP CYCLE V PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to provide the Project Approval and Environmental Design of CIP 2019-14 ATP Cycle V Project.

4. CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP 2017-03 ATP CYCLE III PROJECT NO. ATPL-5150(015)

RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) 100% completion of plans, specifications and engineer's estimate (PS&E); and
3. Authorize staff to proceed with bid advertisement for construction.

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

RECOMMENDED THAT CITY COUNCIL:

1. Award the construction contract to Palp, Inc. dba Excel Paving Co. for the construction of CIP 2020-01 SB1 Street Enhancement Project FY 2020-21 as the lowest responsive, responsible bidder for a not-to-exceed amount of \$1,597,444.08;
2. Appropriate \$656,549.59 from Account No. 221-8010-431.76-12;

3. Appropriate \$940,894.49 from Account No. 111-8010-431.76-12;
4. Appropriate a five percent (5%) construction contingency of \$79,872.20 payable from Account No. 221-8010-431.76-12; and
5. Authorize the City Manager to execute the construction contract agreement.

7. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE WASTE MANAGEMENT ANALYSIS SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Award a professional service agreement (PSA) as it relates to Waste Management Analysis, to Integrity Waste Management as the sole responsive and responsible proposer for a not-to-exceed amount of \$43,260;
2. Authorize the City Manager to execute the PSA.

8. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE GEOTECHNICAL AND ENVIRONMENTAL SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Award a professional service agreement (PSA) as it relates to Geotechnical and Environmental Services, to Geosyntec as the sole responsive and responsible proposer;
2. Authorize the City Manager to execute the PSA.

END OF REGULAR AGENDA

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, February 15, 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 28th Day of January 2022.



Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, January 18, 2022

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 6:02 p.m. on Tuesday, January 18, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager Ricardo Reyes; Cesar Roldan, Director of Public Works; Raul Alvarez Assistant City Manager; 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, Cynthia Norzagaray Director of Parks & Recreation.

INVOCATION

Invocation was led by Mayor Graciela Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Sanabria

PRESENTATION(S)

1. Tax Saving Programs County Assessor's Office "Jeff Prang"
2. Holiday Parade Sponsors and Volunteers
3. Toy Distribution with Univision
4. Inner City Visions

PUBLIC COMMENTS

The following members of the public submitted public comments:

1. Maria Adan
2. Osvaldo Pena

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link.[01-18-22 Regular City Council Meeting](#))

STAFF RESPONSE

Mayor Otriz thanked both of the individuals who provided public comment and asked the Police Chief Lozano to provide any follow up information regarding the 58th Street ally concern.

Police Chief Lozano shared that the 58th Street ally situation is a work in progress. He added that resources continue to be deployed to address concerns and various activity. The homeless population in the area has been moved out, but has not permanently deterred transients from returning. The SERMET team continues to deploy resources to the alley in an effort to make contact with individuals. The SERMET team is also working with the City's newest partner Inner Cities Vision in order to address root causes and possible solutions and resources moving forward.

Mayor Ortiz thanked Chief Lozano for the update.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [01-18-22 Regular City Council Meeting](#))

CLOSED SESSION

City Attorney Almazan announced it is now appropriate that City Council recess into closed session to discuss the matters listed under the close session portion of the agenda.

Mayor Graciela Ortiz recessed to closed session at 6:49 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – ANTIPLICATED LITIGATION
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947

Mayor Graciela Ortiz reconvened to open session at 8:20 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, the two (2) items listed on the close session agenda were discussed. On item one (1), and two (2), Council was briefed and no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

Prior to the Consent Calendar being addressed City Clerk Eduardo Sarmiento informed City Council of an amendment to the City Council meeting minutes of December 21, 2022. He stated that the minutes have been amended to reflect the recusal of Councilmember Macias prior to discussion on item #5 of the agenda, and her return to open session at the conclusion of item #5 of the agenda.

MOTION: Councilmember Sanabria moved to approve the consent calendar with the amendment to the City Council Meeting minutes of December 21, 2021, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

1. CITY COUNCIL MEETING MINTUES

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

1-1. Regular City Council Meeting held December 21, 2021

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

Adopt Resolution No. 2022-05 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

FINANCE

3. CHECK REGISTERS

Approve Accounts Payable and Payroll Warrant(s) dated January 4, 2022; and Approve Accounts Payable and Payroll Warrant(s) dated January 18, 2022

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

4. CONSIDERATION AND APPROVAL OF RESOLUTIONS RELATED TO THE CITY OF HUNTINGTON PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, JUNE 7, 2022

MOTION: Councilmember Sanabria moved to adopt Resolution No. 2022-01, Calling for the Holding of a General Municipal Election to be held on Tuesday, June 7, 2022, for the Election of Certain Officers and Requesting the Board of Supervisors of the County of Los Angeles to Consolidate the Election with any

and all Elections also called to be held on Tuesday, June 7, 2022 and Requesting the Board to Render Specified Services to the City Relating to the Conduct of a General Municipal Election to be held on Tuesday, June 7, 2022; and adopt Resolution No. 2022-02, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statement Submitted to the Voters at an Election to be held on Tuesday, June 7, 2022; and adopt Resolution No. 2022-03, Providing for the Conduct of a Special Runoff Election for Elective Offices in the Event of a Tie Vote at any Municipal Election, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

5. CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY REPLACEMENT OF WATER PRODUCTION WELL 14 MOTOR

MOTION: Councilmember Sanabria moved to authorize the City Manager, Public Works Director and Finance Director to proceed without solicitation of bids to a contract for the replacement of Water Production Well 14 pursuant to Municipal Code Section 2-5.13 Emergency purchase; and authorize Inframark to make the necessary replacement for a not-to-exceed amount of \$17,713.38 payable from Account No. 681-8030-461.43-30, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

6. RESOLUTION AUTHORIZING STAFF TO SUBMIT STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FY 2021-22 FUNDING APPLICATION

MOTION: Councilmember Sanabria moved to adopt Resolution 2022-04 (Attachment A) authorizing staff to submit the State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program FY 2021-22 funding application; and authorize the City Manager to sign the Letter of Designation (Attachment 2) and all applicable CalRecycle grant documents, 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 A LETTER OF INTEREST TO THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY TO APPLY FOR THE STATE ACTIVE TRANSPORTATION PROGRAM CYCLE VI

MOTION: Councilmember Sanabria moved to approve staff to prepare and submit an official Letter of Interest to the Los Angeles Metropolitan Transportation Authority to receive assistance on the State Active Transportation Program Cycle VI grant application; and authorize the City Manager to sign the Letter of Interest, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

8. CONSIDERATION AND APPROVAL TO SUBMIT CLEAN CALIFORNIA LOCAL GRANT PROGRAM FY 2021-22 FUNDING APPLICATION

MOTION: Councilmember Sanabria moved to approve staff to submit the Clean California Local Grant Program application to the California Department of Transportation; and authorize the City Manager to sign all applicable documents, 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 SUBMIT STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY LEGACY DISPOSAL SITE ABATEMENT PARTIAL GRANT PROGRAM FUNDING APPLICATION

MOTION: Councilmember Sanabria moved to authorize staff to submit the State Department of Resources Recycling and Recovery Legacy Disposal Site Abatement Partial Grant Program funding application; and authorize the City Manager to sign all applicable grant documents, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

At the conclusion of Public Hearing item nine (9) Vice Mayor Martinez re-joined the City Council meeting.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

Communications Director Sergio Infanzon shared that on January 26, 2022 the City will have a job fair at Salt Lake. He then announced that the City will be having its first workshop regarding SB 1000 regarding environmental justice. Mr. Infanzon also shared that on January 27, 2022 the City will be hosting the West Santana Project Locally Preferred Alternative Metro Board presentation outside of City Hall at Keller Park from 10 a.m. to 12 p.m.

Community Development Director Steve Forster encouraged the community to complete the Environmental Justice survey which is now available online on the Huntington Park website. He then reminded everyone that a free COVID-19 testing site is available at Raul Perez Park.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Council Member Manuel Avila shared that in light of the pandemic the City has continued to provide vital services. He thanked the various City departments and volunteers for all their hard work especially at the many special events like the holiday toy give away. He closed by sharing his optimism in a more prosperous 2022 and continued efforts in working with and providing quality service to the residents of Huntington Park.

Council Member Marilyn Sanabria wished everyone a Happy New Year and thanked staff for all of their efforts in the face of so many challenges faced in 2021. She closed by sharing her optimism for a more prosperous 2022.

Council Member Karina Macias thanked staff for their work. She reminded all seniors in the community about the food pantry on January 20, 2022 from 1 p.m. to 2:30 p.m. at the community center. She added that the organization that provides food distribution monthly at Gage Middle School and will be held Saturday January 22, 2022 from 9 a.m. to 10:30 a.m. She closed her comments by wishing everyone a good night.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for all their efforts and wished everyone a Happy New Year. He then shared his hope for the community to join in a collective effort to do the following:

1. Parents and caregivers made a concerted effort to communicate with teachers.
2. Be active in the community by communicate with your neighbors and pitch in as a member of the Huntington Park family by picking up litter from the streets.
3. Live the year with lots of love.

Mayor Ortiz thanked staff for an awesome 2021 and all the important work that was accomplished in the face of a pandemic. She then reminded the community to please staff safe and wear your masks. She gave a special thanks to the City Manager and

Community Development Department in coming together and facilitating a local COVID-19 testing site. She also thanked Board Supervisor Janice Hahn for the 180 rapid test that were provided by her office and offered at City Hall and delivered to Huntington Park and Walnut Park families in need of testing. Mayor Ortiz closed her comments by thanking Police Chief Lozano, and requested he deliver a thank you to all Huntington Park police officers on behalf of the City Council and staff for keeping the community safe.

ADJOURNMENT

Mayor Ortiz adjourned the meeting at 8:46 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday February 1, 2022 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

City of Huntington Park
Demand Register
WR 2-1-2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ACCESS AUTO GLASS LLC	963	219-8085-431.43-21	WINDOWSHIELD SHUTTLE BUS	329.93
ALL CITY MANAGEMENT SERVICES, INC	71615	111-7022-421.56-41	SCHOOL CROSSING GUARD	\$329.93
	71736 107	111-7022-421.56-41	SCHOOL CROSSING GUARD	82.73
	71894	111-7022-421.56-41	SCHOOL CROSSING GUARD	41.65
	72331	111-7022-421.56-41	SCHOOL CROSSING GUARD	53.55
	72671	111-7022-421.56-41	SCHOOL CROSSING GUARD	119.00
	72920	111-7022-421.56-41	SCHOOL CROSSING GUARD	178.50
				178.50
AMAZON.COM SERVICES, INC.	13P6-M6VW-QFT6	111-6010-451.61-20	OFFICE SUPPLIES	10.24
	1CWX-DWD1-3KQY	111-6010-451.61-20	OFFICE SUPPLIES	14.65
	1VVK-RPKL-LHPC	239-6065-490.61-60	CDBG-CV SENIOR PROGRAM	474.03
AMERICAN EXPRESS				\$498.92
	FO49548	111-0110-411.58-19	COUNCIL OFFICE SUPPLIES	3,414.37
	G5G4856	111-0110-411.58-19	COUNCIL OFFICE SUPPLIES	2,473.45
	F105394	111-0110-411.58-23	COUNCIL OFFICE SUPPLIES	760.03
	G604145	111-0110-411.58-23	COUNCIL OFFICE SUPPLIES	2,002.89
	22159833	111-0110-411.58-25	COUNCIL OFFICE SUPPLIES	873.27
	F105394	111-0110-411.58-25	COUNCIL OFFICE SUPPLIES	706.74
	1741	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	39.10
	8240517-157	111-0210-413.56-41	ADMIN MONTHLY SUBSCRIPTION	30.99
	NT_KIRDFQZO	111-0210-413.56-41	ADMIN MONTHLY SUBSCRIPTION	24.95
	2445550000	111-5030-465.54-00	ICSC CONFERENCE	705.79
	2453847000	111-5030-465.54-00	ICSC CONFERENCE	677.44
	78002947780	111-5030-465.54-00	ICSC CONFERENCE	716.92
	NT_KJLB9GQR	111-6010-451.56-41	CANVA SOFTWARE SUBSCRIPTION	119.40
	121084	111-6010-451.61-20	DEPT SUPPLIES & EXPENSES-PARKS	70.86
	2G5TM1FJPR1	111-6010-466.55-35	HOLIDAY PARADE EXPENSES	139.37
	64RTY3D6LVT	111-6010-466.55-35	HOLIDAY PARADE EXPENSES	26.46
	LHDL0LYOXFG	111-6010-466.55-35	HOLIDAY PARADE EXPENSES	3,943.00
	10083498620	111-6020-451.56-41	TOY DRIVE EVENT	1,200.00
	21105171342	111-6020-451.56-41	CLEANING SVCS FOR EVENT - PARKS	60.00
	211395374300	111-6020-451.61-35	RECREATION SUPPLIES	66.12
	77578	111-6020-451.61-35	RECREATION SUPPLIES	211.48
	90030097842	111-6020-451.61-35	RECREATION SUPPLIES	41.34
	90040302808	111-6020-451.61-35	RECREATION SUPPLIES	96.31
	93QXAK3Y	111-6020-451.61-35	FOOD FOR VOLUNTEERS	284.70
	E291BD	111-6020-451.61-35	FOOD FOR VOLUNTEERS	164.35
	WEHSR3T1N6Z	111-6020-451.61-35	FOOD FOR VOLUNTEERS	26.94
	WHNWU1PDN0T8009	111-6020-451.61-35	FOOD FOR VOLUNTEERS	48.82
	0003289	111-6065-451.57-46	SENIOR DANCE PROGRAM	27.77
	0102554	111-6065-451.57-46	SENIOR DANCE PROGRAM	656.87

City of Huntington Park
Demand Register
WR 2-1-2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	10081881614	111-7010-421.59-15	PSA TRAINING FOR POLICE DEPT.	200.00
	10083351250	111-7010-421.59-15	PRIMAL RESPONSE TRAINING - PD	1,350.00
	3341APZBYW8	111-7010-421.59-15	UAS VISUAL OBSERVER COURSE-PD	135.00
	4181276	111-7010-421.59-15	CA ASSOCIATION TACTICAL OFFICERS	275.00
	424506	111-7010-421.59-15	FIELD TRAINING PROGRAM	325.47
	31099531351	111-7010-421.59-20	LAW ENFORCEMENT ARMORER	1,166.00
	MIK45056766	111-7010-421.61-20	POLICE DEPARTMENT SUPPLIES	60.63
	355192580	111-7010-421.61-20	ADOBE ACROPRO - PD	14.99
	357180866	111-7010-421.61-20	ADOBE ACROPRO - PD	14.99
	L8V7V1ZGVAY	111-7010-421.61-20	INTERVIEW PANEL LUNCH	44.38
	73011001340	111-7022-421.61-24	GLENDALE PARADE- HONOR GUARD FLAG	255.81
	59EG02ZNT0Z	111-9010-490.61-60	COVID 19 SUPPLIES	291.44
	69QYY1STK2GM	111-9010-490.61-60	COVID 19 SUPPLIES	127.64
	691455KCDQH	111-9010-490.61-60	COVID 19 SUPPLIES	78.72
	H35DMGL0VIN	111-9010-490.61-60	COVID 19 SUPPLIES	176.38
	C1244	239-6065-490.61-60	SENIOR PROGRAM - CREDIT	-119.07
	C1244285097	239-6065-490.61-60	SENIOR DANCE PROGRAM	538.02
ARDON WELDING INC.	2180	535-8090-452.43-20	REPAIR FENCE COMMUNITY CENTER	\$23,190.25
AT&T	17506665	111-7010-421.53-10	PD PHONE SERVICE	3,450.00
AT&T MOBILITY	X01142022	111-7010-421.53-10	PD WIRELESS PHONES	\$390.34
CELICA QUINONES	11092021	111-6020-451.61-35	RECREATION EVENT SUPPLIES	390.34
CENTRAL FORD	3832018	741-8060-431.43-20	PARTS FOR UNIT 281	\$90.00
	383495	741-8060-431.43-20	PARTS FOR UNIT 912	171.46
	383541	741-8060-431.43-20	PARTS FOR UNIT 903	636.54
	383548	741-8060-431.43-20	PARTS FOR UNIT 987	15.88
	383653	741-8060-431.43-20	PARTS FOR UNIT 279	139.02
	383670	741-8060-431.43-20	PARTS FOR UNIT 346	751.14
	383673	741-8060-431.43-20	PARTS FOR UNIT 346	559.15
				46.18
				\$2,319.37
CHAMPION CJD	648821	741-8060-431.43-20	PARTS FOR POLICE UNIT 102	52.62
	649016	741-8060-431.43-20	PARTS FOR POLICE UNIT 102	1,287.88
	649736	741-8060-431.43-20	PARTS FOR POLICE UNIT 102	35.37
	650160	741-8060-431.43-20	PARTS FOR PD UNIT 102	122.84
CHARTER COMMUNICATIONS	0511353121921	111-7010-421.53-10	INTERNET SERVICE-PD	\$1,498.71
	106964801010122	111-7010-421.53-10	INTERNET SERVICE-PD	389.94
				702.34

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CHARTER COMMUNICATIONS	0389644123121	121-7040-421.56-14	PD TV SERVICES	295.13
CLINICAL LAB OF SAN BERNARDINO, INC	2101224- 2101389- 2200127-	681-8030-461.56-41 681-8030-461.56-41	GENERAL PHYSICAL PANEL GENERAL PHYSICAL PANEL GENERAL PHYSICAL PANEL	\$1,387.41 279.75 262.25 849.75
CONSOLIDATED OFFICE SYSTEMS	29955	111-7040-421.61-31	POLICE DEPATEMENT SUPPLIES	\$1,332.50
CR&R INCORPORATED	000107625 000110592	111-8027-431.56-59 111-8027-431.56-59	CITY CART BUS STOP CITY CART BUS STOP	\$1,332.50 16,680.00 16,680.00
DAILY JOURNAL CORPORATION	1124127366	111-1010-411.54-00	UPDATE NOTICE PUBLIC HEARING	\$33,360.00
DAPEER, ROSENBLIT & LITVAK	19204	111-0220-411.32-70	LEGAL SVCS POLICE DEPT	12,441.96
DATA TICKET INC.	12092021	111-0000-351.10-10	DEPOSIT REFUND	875.00
DE LAGE LANDEN	73505655 73839633 74167211 74511690	111-9010-419.44-10 111-9010-419.44-10 111-9010-419.44-10 111-9010-419.44-10	CITY HALL COPIER LEASE CITY HALL COPIER LEASE CITY HALL COPIER LEASE CITY HALL COPIER LEASE	2,263.94 2,092.10 2,196.71 2,196.71
DEANNA DUCTOC	77296	111-0000-228.20-00	DEPOSIT REFUND - COMMUNITY CENTER	\$8,749.46
DUNN EDWARDS CORPORATION	2008331204 2009326842 2009331002 2009331633 2009331868 2009331876 2009332017 2009332218 2009332225 2009332339 2009332372 5009016516 5009016542	111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50 111-8095-431.61-50	PAINT FOR GRAFFITI PAINT FOR GRAFFITI	\$500.00 143.54 75.13 717.77 1,076.61 1,537.90 358.86 695.26 906.49 717.75 50.28 274.29 -154.86 -959.88
EL GRANERO GRILL, INC.	01052022 01072022 12152021	239-0280-490.51-03 239-0280-490.51-03 239-0280-490.51-03	CDBG-CV SENIOR MEAL PROG CDBG-CV SENIOR MEAL PROG CDBG-CV SENIOR MEAL PROG	\$5,439.14 920.00 920.00 940.00

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EL GRANERO GRILL, INC.	12172021	239-0280-490.51-03	CDBG-CV SENIOR MEAL PROG	940.00
	12222021	239-0280-490.51-03	CDBG-CV SENIOR MEAL PROG	920.00
	12232021	239-0280-490.51-03	CDBG-CV SENIOR MEAL PROG	920.00
	12292021	239-0280-490.51-03	CDBG-CV SENIOR MEAL PROG	910.00
	12302021	239-0280-490.51-03	CDBG-CV SENIOR MEAL PROG	910.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE01012022	111-0000-362.20-15	FIXED ROUTE TRANSIT SVCS	\$7,380.00
	HPE01012022	219-0000-340.30-00	FIXED ROUTE TRANSIT SVCS	-2,500.00
	HPE01012022	219-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	-2,108.00
DAR01012022	HPE01012022	219-8085-431.56-45	DIAL A RIDE SVCS DEC 2021	34,841.60
	HPE01012022	220-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	66,583.33
	HPE01012022	222-8010-431.56-43	FIXED ROUTE TRANSIT SVCS	34,841.60
GEORGE CHEVROLET	101744	741-8060-431.43-20	PARTS FOR UNIT 192	\$166,500.13
	101794	741-8060-431.43-20	PARTS FOR PD UNIT 882	463.61
	101867	741-8060-431.43-20	PARTS FOR UNIT 184	556.00
	101885	741-8060-431.43-20	PARTS FOR PD UNIT 882	54.57
	102839	741-8060-431.43-20	PARTS FOR POLICE UNIT	16.21
	102840	741-8060-431.43-20	PARTS FOR POLICE UNIT	54.38
	102866	741-8060-431.43-20	PARTS FOR POLICE UNIT	18.53
	102898	741-8060-431.43-20	PARTS FOR POLICE UNIT	64.10
	CM101794	741-8060-431.43-20	PARTS FOR PD UNIT	9.31
	CM101885	741-8060-431.43-20	PARTS FOR PD UNIT	-23.16
				-7.81
GRAINGER	9142430710	741-8060-431.43-20	PARTS FOR PD UNIT	\$1,205.74
	9158243494	741-8060-431.43-20	PARTS FOR PD UNIT	100.86
	9177533172	741-8060-431.43-20	PARTS FOR PD UNIT	136.09
				76.07
GUERRERO SARA MARIA	HP030039870	111-0000-351.10-10	REFUND DUE TO REVERSAL-LATE PENALTY	\$313.02
				90.00
				\$90.00
GUTIERREZ BACKGROUND INVESTIGATIONS	2021-11	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,000.00
	2021-12	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,000.00
HASSAN SALEH	01032022	111-7010-421.59-20	TRAINING REIMBURSEMENT	\$2,000.00
				360.36
INFRAMARK LLC	70387	283-8040-432.56-41	WATER & SEWER SYSTEM	\$360.36
	71618	283-8040-432.56-41	WATER & SEWER SYSTEM	13,476.33
	70387	681-8030-461.56-41	WATER & SEWER SYSTEM	103,885.14
	71618	681-8030-461.56-41	WATER & SEWER SYSTEM	103,885.14
				\$234,722.94

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INFRASTRUCTURE ENGINEERS	26447	111-8080-431.56-62	CITY ENGINEERING SVCS	15,129.00
	26447	221-8010-431.56-41	CITY ENGINEERING SVCS	5,733.00
	26440	221-8010-431.76-12	DESIGN & CONSTRUCTION SVCS	49,184.90
	26533	221-8010-431.76-12	DESIGN & CONSTRUCTION SVCS	27,808.40
	26439	222-8010-431.76-06	SLAUSON AVE IMPROV PROJECT	6,728.40
	26540	222-8080-431.56-41	DESIGN & CONSTRUCTION SVCS	25,000.00
	26447	334-8080-431.76-19	CITY ENGINEERING SVCS	2,250.00
	26545	334-8080-431.76-19	DESIGN PHASE OF CIP	\$138,562.10
J316 BUILDER	1	111-7024-421.56-41	JANITORIAL SUPPLIES DEC 2021	3,700.84
	2	111-7024-421.56-41	JANITORIAL SUPPLIES DEC 2021	698.45
	1	111-8020-431.56-41	JANITORIAL SUPPLIES DEC 2021	1,440.58
	2	111-8020-431.56-41	JANITORIAL SUPPLIES DEC 2021	419.07
	1	111-8022-419.56-41	JANITORIAL SUPPLIES DEC 2021	4,305.23
	2	111-8022-419.56-41	JANITORIAL SUPPLIES DEC 2021	931.27
	1	111-8023-451.56-41	JANITORIAL SUPPLIES DEC 2021	11,472.56
	2	111-8023-451.56-41	JANITORIAL SUPPLIES DEC 2021	2,607.54
JOHNSON CONTROLS SECURITY SOLUTIONS	36872583	111-7010-421.56-41	POLICE DEPT SECURITY SVCS	\$25,575.54
LA COUNTY SHERIFF'S DEPT	221672SG	121-7040-421.56-41	INMATE MEAL SERVICE	\$4,945.25
LAN WAN ENTERPRISE, INC	72756	111-7022-421.61-24	LAPTOP- POLICE DEPARTMENT	\$599.28
LOS ANGELES COUNTY POLICE CHIEF ASN	03012021	111-7010-421.59-15	LACPCA TRI-COUNTY SPRING	\$1,905.80
				\$1,905.80
				300.00
				\$300.00
NATIONWIDE ENVIRONMENTAL SERVICES	32072	111-8031-433.56-41	SVCS RENDERED IN NOV 2021	17,706.24
	31959	220-8070-431.56-41	BUS STOP MAINT. NOV-DEC	18,795.50
	32050	220-8070-431.56-41	BUS STOP MAINT. NOV-DEC	18,795.50
	31958	221-8010-431.56-41	STREET SWEEP SVCS NOV-DEC	52,657.96
	32049	221-8010-431.56-41	STREET SWEEP SVCS NOV-DEC	52,657.96
NCM CARWASH	10084	741-8060-431.43-20	CAR WASH BILL NOV 2021	\$160,613.16
				81.03
NEW CHEF FASHION INC.	1016218	111-7022-421.61-24	EMPLOYEE UNIFORMS	\$81.03
	1021915	111-7030-421.61-20	EMPLOYEE UNIFORMS	143.30
OREILLY AUTO PARTS	5555-280541	219-8085-431.43-21	OIL FILTER SHUTTLE UNITS	\$275.58
	2959-492167	741-8060-431.43-20	MULTIPLE UNIT FILTERS	153.03
	2959-492283	741-8060-431.43-20	SWAY BAR LINKS UNIT 912	79.66
	5655-279085	741-8060-431.43-20	PARTS FOR PD UNIT 102	115.81
				260.21

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
OREILLY AUTO PARTS	5655-279192	741-8060-431.43-20	PARTS FOR PD UNIT 882	360.05
	5655-279361	741-8060-431.43-20	PARTS FOR PD UNIT 900	103.46
	5655-279387	741-8060-431.43-20	BATTERIES FOR ALL UNITS	429.46
	5655-279388	741-8060-431.43-20	SHOP COOLER BELT FOR UNIT	38.08
	5655-280306	741-8060-431.43-20	FRONT SHOCKS POLICE UNIT	136.07
	5655-280321	741-8060-431.43-20	DIFFERENT SEAL UNIT 102	15.28
	5655-280340	741-8060-431.43-20	PD UNIT 886 WIPER BLADES	67.01
	5655-280426	741-8060-431.43-20	GREASE BRUSHES FOR UNITS	4.71
	5655-280478	741-8060-431.43-20	VALVEGRINDING COMPOUND	6.05
	5655-280536	741-8060-431.43-20	PD UNIT 976 SPARK PLUGS	454.97
	5655-280543	741-8060-431.43-20	STOCKING MOTOR OIL	76.04
OTC BRANDS, INC	712699779-01	111-6020-451.61-35	AFTERSCHOOL CARE PACK	\$2,299.89
PRO LINE GYM FLOORS	2684	111-6010-451.56-41	GYM & DANCE FLOOR MAINTENANCE	433.08
QUINN POWER SYSTEMS	PC810929449	741-8060-431.43-20	HOSES FOR #688	\$4,200.00
	PC810929808	741-8060-431.43-20	SHROUD FOR #688	235.37
	PC810931468	741-8060-431.43-20	GAUGE-FUEL FOR PARTS	880.34
	PC810931588	741-8060-431.43-20	PARTS FOR PD UNIT	125.66
	PC810933575	741-8060-431.43-20	PARTS FOR PD UNIT	11.53
	PR810302493	741-8060-431.43-20	CREDIT FOR COOLANT HEAT	880.90
	PR810304320	741-8060-431.43-20	CREDIT FOR SHROUD	-173.26
	PR810304379	741-8060-431.43-20	CREDIT FOR GAUGE FUEL	-847.80
				-94.27
RANDALL HENRIQUEZ	01052022	111-7010-421.59-20	TRAINING REIMBURSEMENT	\$1,018.47
RAYMOND GARCIA	11082021	111-7010-421.59-20	TRAINING REIMBURSEMENT	21.52
RIVERSIDE COUNTY SHERIFF'S DEPT	12042021	111-7010-421.59-20	TRAINING REIMBURSEMENT	\$21.52
SCHAFFER MANUFACTURING COMPANY	BCTC0043902	111-7010-421.59-20	DUI TRAINING	239.68
	BCTC0043904	111-7010-421.59-20	DUI TRAINING	17.36
				\$257.04
				373.00
				373.00
SONSRAY MACHINERY, LLC	PS002439-1	741-8060-431.43-20	PARTS FOR UNIT 412	\$4,786.35
	PS003513-1	741-8060-431.43-20	PARTS FOR UNIT 412	188.92
				1,008.86
				\$1,197.78

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTHERN CALIFORNIA EDISON	127-1/5	111-7024-421.62-10	ELECTRICAL SVCS-POLICE DEPT.	5,493.60
	12/6/21-1/4/22	111-8010-415.62-10	ELECTRICAL SERVICES	292.71
	12/13/2021	111-8020-431.62-10	ELECTRICAL SVCS-6900 BISSELL	1,420.46
	11/1-12/01	111-8022-419.62-10	ELECTRICAL SVCS-VARIOUS LOCATIONS	1,605.01
	11/4-12/06	111-8022-419.62-10	ELECTRICAL BILL-COURT HOUSE	1,958.52
	11/1-12/01	111-8023-451.62-10	ELECTRICAL SVCS-VARIOUS LOCATIONS	3,975.67
	11/4-12/17	221-8014-429.62-10	ELECTRICAL SVCS- TRAFFIC SIGNAL	4,608.65
	12/17/21-1/5/22	221-8014-429.62-10	ELECTRICAL SVCS-55ST./PACIFIC	61.66
	11/24-12/26	535-8016-431.62-10	ELECTRICAL SVCS-VARIOUS LOCATIONS	112,718.92
	11/24-12/26	535-8016-431.62-10	ELECTRICAL SVCS/OLIVE ST.	53.34
	12/13/2021	535-8016-431.62-10	ELECTRICAL BILL - 6621 WILSON AVE	68.02
	11/1-12/01	681-8030-461.62-20	ELECTRICAL SVCS-VARIOUS LOCATIONS	17,417.23
SOUTHERN CALIFORNIA NEWS GROUP	00000531445	111-1010-411.54-00	CLASSIFIED ADVERTISING	\$149,673.79
SPARKLETT'S	19438227-011222	111-7010-421.56-41	WATER DELIVERY SVCS	\$5,223.05
ST FRANCIS, LLC.	16610203	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENCE	5,683.00
	16610204	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENCE	750.00
	16610205	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENCE	5,683.00
ST. NICK'S	2457	111-6010-451.74-10	HOLIDAY DECORATIONS	\$12,116.00
STETSON ENGINEERS INC.	2740-05-009	681-8030-461.56-41	PROFESSIONAL SVCS 9/31/21	17,050.00
SUPERION, LLC	342273	111-9010-419.33-10	DEC 2021 - SOFTWARE	\$17,050.00
SUPERIOR COURT OF CALIFORNIA	12012021	111-7010-415.56-10	PARKING CITATIONS DEC 2021	3,915.50
T-MOBILE USA	01132022	111-6010-451.56-41	MOBILE SVCS FOR PARKS & REC	261.60
THORSON MOTOR CENTER	431004	741-8060-431.43-20	FUEL FILTER/PUMP UNIT 180	\$261.60
	431122	741-8060-431.43-20	PARTS FOR PD UNIT 180	21,623.71
				279.38
				\$279.38
ULINE	142351578	239-0272-463.57-91	FOOD PANTRY SUPPLIES	416.08
	142351076	239-6060-430.74-10	AFTERSCHOOL STORAGE EQUIPMENT	66.64
	142351451	239-6060-430.74-10	AFTERSCHOOL EQUIPMENT	\$482.72
UPWARD SOLUTIONS	22-0103	111-0210-413.56-41	ADMIN CONSULTING SERVICES	1,128.69
	22-0104	111-0210-413.56-41	ADMIN CONSULTING SERVICES	5,000.00
	22-0105	111-0210-413.56-41	ADMIN CONSULTING SERVICES	5,000.00
				\$15,000.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VALLEY ALARM	1038827	111-8020-431.56-41	FIRE & SECURITY ALARM JAN	665.34
	1038827	111-8022-419.56-41	FIRE & SECURITY ALARM JAN	665.33
	1038827	111-8023-451.56-41	FIRE & SECURITY ALARM JAN	715.28
VELADA CONSULTING LLC	A	111-0210-413.56-41	PUBLIC RELATIONS	\$2,045.95
WATER REPLENISHMENT DISTRICT OF	07312021	681-8030-461.41-00	GROUNDWATER PRODUCTION	7,500.00
	11302021	681-8030-461.41-00	GROUNDWATER PRODUCTION	\$7,500.00
WEST & ASSOCIATES ENGINEERING, INC	1008.16.22-01A	111-8031-433.76-17	INSPECTION FOR LACFCD DEC	113,267.12
	1008.16.22-01B	111-8031-433.76-17	MANAGEMENT NPDEC SYSTEM	5,100.00
WEST GOVERNMENT SERVICES	845645831	111-7030-421.56-41	SOFTWARE SUBSCRIPTION	\$219,327.98
	845725986	111-7030-421.56-41	WEST INFORMATION CHARGES	106,060.86
WEX BANK	77433883	741-8060-431.62-30	FUEL PURCHASE	\$779.74
XPRESS WASH INC	14236	741-8060-431.43-20	CARWASH SVCS	71.59
				\$6,840.00
				\$851.33
				444.11
				\$444.11
				1,265.00
				\$1,265.00
				\$1,328,565.22

ITEM NO. 3

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



February 1, 2022

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 SOLICIT PROPOSALS FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2019-14 ATP CYCLE V PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering firms to provide the Project Approval and Environmental Design of CIP 2019-14 ATP Cycle V Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed project will create pedestrian safety and mobility enhancements along Gage Avenue, State Street, California Avenue, and the intersection of Florence Avenue at Bissell Street. It builds off previous safety initiatives and targets persistent concerns along Gage Avenue, where pedestrian ramp improvements and sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage Avenue and seven schools along State Street. The project also adds four transit bus pads that will provide ADA-access and stable station platforms for all ages that will promote more active transportation to and from bus services. Along the residential corridor of California Avenue, pedestrian ramps will be improved at 42 locations. Finally, HAWK beacons at three critical mid-block locations in the City, including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake Park. These infrastructure improvements will increase pedestrian mode share for sixteen elementary, middle, and high schools with a cumulative enrollment of 14,595 students. This will address a youth population with the highest rate of collision fatalities in the State and the highest rates of obesity and overweight children in the State.

The design scope of work includes preparing Project Approval & Environmental Design (PA&ED) in preparation for the solicitation of Plans, Specifications and Estimate (PS&E) from professionally licensed design consultants. The PA&ED constructability review

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT
APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2019-14 ATP CYCLE V
PROJECT**

February 1, 2022

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assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts.

Engineering support from an outside consultant is necessary to accomplish the design of the project. A formal RFP will be published to solicit proposals from qualified firms to provide design services for the project.

The following is a tentative schedule:

RFP ISSUED	February 4, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	February 15, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	February 22, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	March 3, 2022
TENTATIVE CITY COUNCIL AWARD DATE	March 15, 2022
APPROXIMATE NOTICE TO PROCEED DATE	March 21, 2022
CTC APPROVAL OF THE PA&ED	September 1, 2022

LEGAL REQUIREMENT

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

The City Clerk's Office shall publish the RFP (Attachment A) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from engineering firms to design the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR PROJECT
APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2019-14 ATP CYCLE V
PROJECT**

February 1, 2022

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FISCAL IMPACT/FINANCING

At its regularly scheduled meeting of December 8, 2021, the California Transportation Commission (CTC) allocated funding in the amount of \$50,000 (Attachment B). City must seek reimbursement of the state funds as work progresses. A local City match is not required.

Approval of this specific action does not have a fiscal impact.

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. RFP CIP No. 2019-14 ATP Cycle V
- B. California Transportation Commission Funding Allocation

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Project Approval and Environmental Design (PA&ED) Services
for CIP 2019-14 ATP Cycle V Project**

PROPOSAL DUE DATE: MARCH 3, 2022 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpcagov

CITY OF
HUNTINGTON
PARK

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1. INTRODUCTION

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for architectural and engineering design services for the Project Approval & Environmental Design (PA&ED) phase in preparation for the solicitation of Plans, Specifications and Estimate (PS&E) from professionally licensed design consultants. The PA&ED constructability review assures that all of the alternatives and the proposed preferred alternative are constructible on the available level of detail. This review is particularly important during consultation with the California Environmental Quality Act (CEQA) that establishes project limits or place specific mitigation requirements on the project. The constructability review includes the review of the proposed work plan, schedule, environmental requirements, and construction impacts for **CIP 2019-14 ATP Cycle V Project**.

2. OVERVIEW

The pedestrian safety project will address the highest rates of fatalities and injuries in California for persons under 15 years old along four school corridors (California Office of Traffic Safety). It builds off previous safety initiatives and targets concerns along Gage Avenue, where ten ramp improvements and 600 lineal feet of sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage. The project also adds four transit bus pads, improves six ramps along State Street, and replaces 4,204 lineal feet of sidewalk that serve seven schools. Along the residential corridor of California Avenue, pedestrian ramps at 42 locations will be improved. Finally, HAWK beacons at three critical mid-block locations in the City, including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake Park.

This project is subject to Greenbook standards and Public Contracting Code procurement requirements.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the environmental phase for the design of safe routes to school related pedestrian improvements. The consultant applying should have significant experience in preparing PA&ED that leads to a PS&E. The objective of the project is to receive Los Angeles Metropolitan Transportation Authority's and Caltrans approval of the PA&ED and ultimately receive the California Transportation Commission's authorization on or before **September 1, 2022**.

- The City reserves the right to delete specific task(s).

A. Task 1 – Submit Caltrans LADM Chapter 6 Environmental Procedures Exhibits – Preliminary Environmental Study (PES) and Other Exhibits.

- The PA&ED phase will involve preparation of the appropriate environmental documents for the project, along with the selection of a range of reasonable alternatives and feasible mitigation in accordance with California Environmental Quality Act (CEQA).
- Caltrans, as the lead agency under CEQA, will oversee, ultimately approve or deny the PA&ED environmental document/exhibits for the project.
- The PA&ED is a Caltrans-controlled process and subject to Caltrans's oversight, concurrence, and approval at each step in each phase of the process, including the review and approval of the various required document submittals and technical reports, the selection of project alternatives, and the environmental review process under CEQA.
- Consultant to follow Caltrans Local Assistance Procedures Manual Chapter 6: Environmental Procedures - <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ladm/ch06.pdf>
- Final CEQA environmental document may be certified by Caltrans, along with supporting technical studies, will be included with the request to obtain a finance letter for the PS&E phase of the project.
- 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.

B. Task 2 – Survey, Data Collection, Permitting and Regulations

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the design and ultimately the construction phase.
- Document, design, and incorporate environmental requirements (where applicable), mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.

- Provide a signed check off list certifying that all environmental clearances/permits (CEQA) have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PA&ED.
- Minimum number of Meetings:
 - 1 - Scoping/Kick off
 - 2 - Stakeholders/Final Design
 - 5 - City Staff

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 (25%) – 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.

- Project Approach (40%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (25%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- 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.

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 consultant's approach to ensuring quality control of all documents that are disseminated. 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.

Schedule and Schedule Control: Maximum 1-page schedule (11" x 17") detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Consultant to fill out the attached detailed cost estimate for performing specific Tasks identified in the RFP. A one-page schedule of rates for each proposed personnel that may be tasked to complete the project must also be included. The detailed 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 Scope of Service. The proposal shall also integrate costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any) and shall not be a separate line item. 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 detailed fee schedule proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CIP 2019-14 ATP Cycle V Project**" and addressed to the above-mentioned location. 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: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, February 15, 2022**. In response to all questions received by this date, City will issue an Addendum no later than 5 days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, March 3, 2022** to:

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

Late proposals will not be accepted.

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 – DETAILED FEE PROPOSAL

ATTACHMENT 2 – IMPORTANT DATES

ATTACHMENT 3 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 4 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – DETAILED FEE PROPOSAL

TASKS	ITEM	TOTAL
1	One (1) Kickoff Scoping Meeting	
2	Two (2) Stakeholders/Final Design Meetings	
3	Five (5) Review Meetings with City staff	
4	Prepare & Submit all applicable Caltrans Local Assistance Procedures Manual Chapter 6 Environmental Procedure Exhibits: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch06.pdf	
5	Survey, Data Collection, Permitting and Regulations	
TOTAL DETAILED FEE SCHEDULE =		

* Mileage, printing, and other external costs should be integrated into the costs above.

ATTACHMENT 2 – IMPORTANT DATES

RFP ISSUED	February 4, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	February 15, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	February 22, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	March 3, 2022
TENTATIVE CITY COUNCIL AWARD DATE	March 15, 2022
APPROXIMATE NOTICE TO PROCEED DATE	March 21, 2022
CTC APPROVAL OF THE PA&ED	September 1, 2022

ATTACHMENT 3 - 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 Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary 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: _____ By: _____
[REP FOR CITY] Name: _____
[TITLE] Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 4 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

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

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**

SUBJECT TO CHANGE ACCORDING TO EVENT

		DATE	DATE (MM/DD/YYYY)	Must have a Contact Name & Phone number or email address																																								
 CERTIFICATE OF LIABILITY INSURANCE		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</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	Agent or Broker Name & Address	CONTACT NAME: PHONE: (____) _____ FAX: (____) _____ E-MAIL: _____ ADDRESS: _____	INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	AC: _____ MAC: _____																																								
INSURED	Insured Name & Address	INSURER(S) AFFORDING COVERAGE																																										
COVERAGES		CERTIFICATE NUMBER:	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> <table border="1"> <thead> <tr> <th>INSURER</th> <th>TYPE OF INSURANCE</th> <th>EXPIRATION DATE</th> <th>POLICY NUMBER</th> <th>INSURER</th> <th>EXPIRATION DATE</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>LTR</td> <td>COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</td> <td></td> <td>Policy Number</td> <td>Current Policy Period</td> <td></td> <td>EACH OCCURRENCE: \$ HARMLESS TO RENTED PREMISES (IF INSURED) MED EXP (Per person) PERSONAL & ADY INJURY</td> </tr> <tr> <td></td> <td>GENERAL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> ACT <input type="checkbox"/> LOC</td> <td></td> <td></td> <td></td> <td></td> <td>GENERAL AGGREGATE: \$ PRODUCTS - COMMODITY AND GENERAL LIABILITY: \$ PROPERTY DAMAGE: \$ PERSONAL & ADY INJURY: \$ MED EXP: \$ PERSONAL & ADY INJURY (Per person) PROPERTY DAMAGE (Per incident)</td> </tr> <tr> <td></td> <td>AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO CARS ONLY HOME ONLY PIED AUTOS ONLY</td> <td></td> <td>Policy Number</td> <td>Current Policy Period</td> <td></td> <td>Combined Single Limit: \$1,000,000</td> </tr> <tr> <td></td> <td>UMBRELLA LAD EXCESS LAD DOL</td> <td>OCCUR CLAIMS-MADE</td> <td></td> <td></td> <td></td> <td>EACH OCCURRENCE AGGREGATE: \$ GENERAL AGGREGATE: \$ DISEASE - EA BMR OVER DISEASE - FLUIDS LOST</td> </tr> <tr> <td></td> <td>GENERAL COMPENSATION AND EMPLOYER'S LIABILITY AND PERSONAL INJURY - EXCEPT AS TIME OF INJURY WHICH IS EXCLUDED Mandatory in NY Laws of other states AS SOV P.L. 94-574 (P.L. 104-134) which</td> <td>N/A</td> <td>Policy Number</td> <td>Current Policy Period</td> <td></td> <td>Each Accident: \$1,000,000</td> </tr> </tbody> </table>		INSURER	TYPE OF INSURANCE	EXPIRATION DATE	POLICY NUMBER	INSURER	EXPIRATION DATE	LIMITS	LTR	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Policy Number	Current Policy Period		EACH OCCURRENCE: \$ HARMLESS TO RENTED PREMISES (IF INSURED) MED EXP (Per person) PERSONAL & ADY INJURY		GENERAL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> ACT <input type="checkbox"/> LOC					GENERAL AGGREGATE: \$ PRODUCTS - COMMODITY AND GENERAL LIABILITY: \$ PROPERTY DAMAGE: \$ PERSONAL & ADY INJURY: \$ MED EXP: \$ PERSONAL & ADY INJURY (Per person) PROPERTY DAMAGE (Per incident)		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO CARS ONLY HOME ONLY PIED AUTOS ONLY		Policy Number	Current Policy Period		Combined Single Limit: \$1,000,000		UMBRELLA LAD EXCESS LAD DOL	OCCUR CLAIMS-MADE				EACH OCCURRENCE AGGREGATE: \$ GENERAL AGGREGATE: \$ DISEASE - EA BMR OVER DISEASE - FLUIDS LOST		GENERAL COMPENSATION AND EMPLOYER'S LIABILITY AND PERSONAL INJURY - EXCEPT AS TIME OF INJURY WHICH IS EXCLUDED Mandatory in NY Laws of other states AS SOV P.L. 94-574 (P.L. 104-134) which	N/A	Policy Number	Current Policy Period		Each Accident: \$1,000,000	General Liab. Each Occurrence: \$2,000,000 Premises: \$1,000,000 Med Exp: \$5,000 Personal & Adv Injur: \$1,000,000 General Aggregate: \$4,000,000 Products: \$1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Risks Schedule, may be attached if more space is required)																																												
<p>"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."</p>																																												
CERTIFICATE HOLDER		CANCELLATION																																										
<p>City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255</p>		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED SIGNER/REPRESENTATIVE</p>																																										
ACORD 25 (2016/03)		<p>The ACORD name and logo are registered marks of ACORD</p> <p>© 1988-2015 ACORD CORPORATION. All rights reserved.</p>																																										
<p>Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable</p>																																												

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 II – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 12 04 13

© Insurance Services Office, Inc., 2012

Page 1 of 1

ATTACHMENT "B"

MEMORANDUM

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: December 8-9, 2021

From: STEVEN KECK, Chief Financial Officer

Reference Number: 2.5w.(1), Action Item

Prepared By: Keith Duncan, Chief
Division of Budgets

Subject: ALLOCATION FOR LOCALLY-ADMINISTERED ACTIVE TRANSPORTATION
PROGRAM PROJECTS OFF THE STATE HIGHWAY SYSTEM
RESOLUTION FATP-2122-09

ISSUE:

Should the California Transportation Commission (Commission) approve an allocation of \$42,280,000 for 22 locally-administered Active Transportation Program (ATP) projects, off the State Highway System?

RECOMMENDATION:

The California Department of Transportation recommends that the Commission approve an allocation of \$42,280,000 for 22 locally-administered ATP projects, off the State Highway System.

BACKGROUND:

The attached vote list describes 22 locally-administered ATP projects totaling \$42,280,000. The local agencies are ready to proceed with these projects, and are requesting an allocation at this time.

FINANCIAL RESOLUTION:

Resolved that \$42,280,000 be allocated from the Budget Act 2020, Budget Act Items 2660-108-0042, 2660-108-0890, and 2660-108-3290 for 22 locally-administered ATP projects described on the attached vote list.

Attachments

*"Provide a safe and reliable transportation network that
serves all people and respects the environment."*

2.5 Highway Financial Matters

Project #	Allocation Amount	Project Title	PPNO	Budget Year
Recipient	District-County	Location	Program/Year Phase	Item #
		Project Description	Prgrm'd Amount Project ID	Fund Type
2.5w.(1)	Locally-Administered ATP Projects Off the State Highway System			Resolution FATP-2122-09
14 \$200,000	Bell Gardens Complete Streets Improvements -Phase I. Various locations within the City, including Agra St, Ajax Ave, Colmar Ave, Lubec St, Ira Ave, Toler Ave, Quinn Ave, Muller St, El Selinda Ave, Loveland St, and Jaboneria Rd. Citywide ped, bike, & traffic calming improvements to create complete streets - xwalks, mini traffic circles, HAWK, curb extensions, Class 3 bike routes, ADA ramps, LPI, striping.			2020-21 108-3290 RMRA \$200,000 20.30.720.100 0722000062
City of Bell Gardens LACMTA 07-Los Angeles	Statewide			
	Outcome/Outputs: Install or refresh 31 white or yellow high visibility crosswalks, 4 miles of Class III bike route, 2 raised intersections, 10 speed humps, 12 curb extensions, 1 HAWK signal, 8 mini traffic circles, 3 LPI.			
	(SB 1 Augmentation)			
15 \$50,000	Huntington Park's Safe Routes and Childhood Obesity Project. Gage Ave from Wilmington Avenue to Salt Lake Avenue; State Street from Randolph Street to Florence Avenue; California Avenue from Florence Avenue to Cudahy Street; Florence Avenue at Bissell Street. Pedestrian ramp improvements, HAWK pedestrian crossing beacons, pedestrian scramble and signal improvements, navigational safety improvement and repair and replacement of sidewalks.			2020-21 108-3290 RMRA \$50,000 20.30.720.100 0722000063
City of Huntington Park LACMTA 07-Los Angeles	MPO			
	Outcome/Outputs: Construction of ramp improvements at 106 intersections, 4,804 lineal feet of improved sidewalks, three HAWK beacons and pedestrian scramble will improve safety for student pedestrians in the State's most dangerous walking corridors.			
	PPNO 5894A is the infrastructure project to PPNO 5894B.			
	(SB 1 Augmentation)			
16 \$68,000	Cabrillo Segment Multi-Use Path Gap Completion. Between South Saticoy Avenue and terminus of North Bank Drive along the Santa Clara River north bank, in the City of Ventura (San Buenaventura) The Cabrillo Segment Multi-Use Path closes a gap by constructing a Class I trail in the City of Ventura creating a 2.0-mile long continuous Active Transportation corridor.			2020-21 108-3290 RMRA \$68,000 20.30.720.100 0722000038
City of Ventura VCTC 07-Ventura	MPO			
	Outcome/Outputs: Construct 1,700 feet multi-use path, 200 feet sidewalk and Class II bike lane, and three curb ramps.			
	(SB 1 Augmentation)			

ITEM NO. 4

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



February 1, 2022

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 ADVERTISE AND SOLICIT BIDS FOR CIP 2017-03 ATP CYCLE III PROJECT NO. ATPL-5150(015)

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 2017-03 ATP Cycle III Project No. ATPL-5150(015) 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

CIP 2017-03 ATP Cycle III (project) is phase 2 of the pedestrian safety enhancements at uncontrolled crosswalks at several locations. The project looks to install Rectangular Rapid Flashing Beacons (RRFB) with LED lights, updated signage and pavement markings at uncontrolled crosswalks and will mitigate hazardous conditions while improving pedestrian safety. The project focuses on locations that have existing uncontrolled crosswalks near schools along Pacific Boulevard, Miles Avenue, State Street, Gage Avenue, Alameda Street, Saturn Avenue, Zoe Avenue and Salt Lake Avenue.

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

**CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP
2017-03 ATP CYCLE III PROJECT NO. ATPL-5150(015)**

February 1, 2022

Page 2 of 3

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

NIB issued and posted:	February 4, 2022
Bid submittal due date:	March 16, 2022
Tentative City Council Award date:	April 5, 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 regards to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

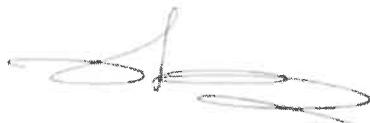
FISCAL IMPACT/FINANCING

At its regularly scheduled meeting of December 8, 2021, the California Transportation Commission (CTC) allocated funding in the amount of \$945,000 (Attachment A). City must seek reimbursement of the state funds as work progresses. A local City match is not required, though any overages beyond the \$945,000 will require City funding. Approval of this specific action does not have a fiscal impact on the general fund. City must formally request reimbursement from Caltrans on fund expenditures.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



**CONSIDERATION AND APPROVAL TO ADVERTISE AND SOLICIT BIDS FOR CIP
2017-03 ATP CYCLE III PROJECT NO. ATPL-5150(015)**

February 1, 2022

Page 3 of 3

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. CTC Funding Allocation

ATTACHMENT "A"

MEMORANDUM

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: December 8-9, 2021

From: STEVEN KECK, Chief Financial Officer

Reference Number: 2.5w.(1), Action Item

Prepared By: Keith Duncan, Chief
Division of Budgets

Subject: ALLOCATION FOR LOCALLY-ADMINISTERED ACTIVE TRANSPORTATION
PROGRAM PROJECTS OFF THE STATE HIGHWAY SYSTEM
RESOLUTION FATP-2122-09

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Attachments

2.5 Highway Financial Matters

Project #	Allocation Amount	Recipient <u>RTPA/CTC</u>	Project Title Location Project Description	PPNO Program/Year Phase Prgm'd Amount Project ID	Budget Year Item # Fund Type Program Code	Amount by Fund Type
2.5w.(1)			Locally-Administered ATP Projects Off the State Highway System			Resolution FATP-2122-09
<hr/>						
10 \$945,000	City of Huntington Park – Uncontrolled Crosswalk Safe Routes to School Pedestrian Safety Project. The project is in the City of Huntington Park public right-of-way. The project focuses on locations that have existing uncontrolled crosswalks near schools and along: Pacific Blvd, Miles Ave, State St, Gage Ave, Alameda St, Saturn Ave, Zoe Ave and Salt Lake Ave. Install Rectangular Rapid Flashing Beacons (RRFB) with LED lights, updated signing, and pavement markings at uncontrolled crosswalks.	City of Huntington Park <u>LACMTA</u> 07-Los Angeles	07-5328 ATP/20-21 CONST \$945,000 0720000267	2020-21 108-0042 SHA 20.30.720.100		\$945,000
<p>Statewide</p> <p>Outcome/Outputs: Widen 750' of sidewalk, add 10 ADA ramps and reconstruct 22 ramps, 19 RFBBs, pedestrian lighting, and shortening 5 street crossings.</p> <p>(CEQA - CE, 7/19/2021) (NEPA - CE, 5/20/2021)</p> <p>(Right of Way Certification: 9/15/2021)</p> <p>(Time extension for FY 20-21 CON expires on December 31, 2022.)</p>						
11 \$5,326,000	Reconnecting Union Station to the Historic Cultural Communities of DTLA. The northernmost segment of Los Angeles Street and its intersection with Alameda Street between Los Angeles Union Station and the El Pueblo de Los Angeles Historical Monument in Downtown Los Angeles. Design and construction of key pedestrian and cyclist safety improvements connecting Los Angeles Street, Union Station and El Pueblo. Improvements include creating a pedestrian plaza.	Los Angeles County Metropolitan Transportation Authority <u>LACMTA</u> 07-Los Angeles	07-5343 ATP/19-20 CONST \$5,326,000 0718000084	2020-21 108-0890 FTF 20.30.720.100		\$5,326,000
<p>MPO</p> <p>Outcome/Outputs: Construction of 300' of CL 1 bike lanes and a raised bike/ped crosswalk connecting Los Angeles Street, Union Station and El Pueblo. Improvements include creating a pedestrian plaza.</p> <p>(CEQA - EIR, 03/02/2018) (NEPA - CE, 06/08/2020)</p> <p>(Right of Way Certification: 9/30/2021)</p> <p>(Concurrent consideration of funding under Resolution E-21-105; December 2021.)</p> <p>Time extension for FY 19-20 CON expires on February 28, 2022.</p>						

ITEM NO. 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



February 1, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the construction contract to Palp, Inc. dba Excel Paving Co. for the construction of CIP 2020-01 SB1 Street Enhancement Project FY 2020-21 as the lowest responsive, responsible bidder for a not-to-exceed amount of \$1,597,444.08;
2. Appropriate \$656,549.59 from Account No. 221-8010-431.76-12;
3. Appropriate \$940,894.49 from Account No. 111-8010-431.76-12;
4. Appropriate a five percent (5%) construction contingency of \$79,872.20 payable from Account No. 221-8010-431.76-12; and
5. Authorize the City Manager to execute the construction contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 7, 2021, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for 2020-01 SB1 Street Enhancement Project FY 2020-21 (Project). The six roadway segments in the table below were chosen for street pavement resurfacing.

Street Name	Beginning Location	Ending Location
Malabar Street	Zoe Avenue	Gage Avenue
Gentry Street	Gage Avenue	Clarendon Avenue
Otis Street	Santa Ana Street	Salt Lake Avenue
Marbrisa Avenue	Florence Avenue	Mortimer Avenue
Cedar Street	Florence Avenue	Saturn Avenue
Regent Street	760' N/O Gage Avenue	Zoe Avenue

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT
FOR CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21**

February 1, 2022

Page 2 of 3

The NIB was published on December 17, 2021, in a newspaper of general circulation. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards. A bid opening was held on January 25, 2022 where the City Clerk opened and read two (2) bids. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Total Bid Shown on Bidder's Proposal
Excel Paving Co.	\$1,597,444.08
Hardy & Harper, Inc.	\$1,611,000.00

Excel Paving Co. was the apparent low bidder. The bid analysis was conducted to ensure that the lowest responsive, responsible bid met all state and local requirements. Based on the investigation, staff's recommendation is to award Excel Paving Co. the contract agreement (Attachment A) for a not-to-exceed amount of \$1,597,444.08. The remaining bid proposal is available in the City Clerk's Office for review and the itemized bid results for comparative analysis is included as Attachment B.

LEGAL REQUIREMENT

The City has adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts. The construction contract agreement conforms with all applicable State, local and public contracting codes and consents to the proper execution by the City Manager. The City Clerk's Office will release the bid bonds for all construction firms that were not selected after approval from the City Council.

FISCAL IMPACT/FINANCING

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). Total RMRA fund balance to date is \$1,313,101.09.

California State Controller's Office	
Road Maintenance and Rehabilitation Account (RMRA)	
Funding Allocation Per Fiscal Year	
FY 17/18	\$347,958.01
FY 18/19	\$1,090,627.56
FY 19/20	\$1,027,934.47
FY 20/21	\$1,103,321.31
FY 21/22 (YTD)	\$499,684.74
Total =	\$4,069,526.09

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

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT
FOR CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21**

February 1, 2022

Page 3 of 3

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. The City's required local MOE amount is \$1,137,529.

Excel Paving Co. submitted the most responsive, responsible bid for \$1,597,444.08. Staff recommends the total appropriation of \$736,421.79 from SB1 funds from Account No. 221-8010-431.76-12 (includes a five percent (5%) construction contingency of \$79,872.20) and \$940,894.49 (MOE – General Fund) from Account No. 111-8010-431.76-12.

Funding Source	Account Number	Amount
RMRA SB1 "Gas Tax"	221-8010-431.76-12	\$656,549.59
MOE – General Fund	111-8010-431.76-12	\$940,894.49
RMRA SB1 "Gas Tax" – 5% Contingency	221-8010-431.76-12	\$79,872.20
	Total Project Cost =	\$1,677,316.28

Authority will be granted to the City Manager to approve any and all negotiated construction change orders in good faith.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Excel Paving Co. Agreement
2. Bid Results

ATTACHMENT "A"



CONTRACTOR SERVICES AGREEMENT
CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **1st** day of **February 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **PALP, Inc. DBA Excel Paving Company** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **February 1, 2022 to December 31, 2022**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$1,597,444.08** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks

performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION:** CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform

similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
 - A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general

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

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

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

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

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

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

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

IV. INDEMNIFICATION

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

V. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONTRACTOR:

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

CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, 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:

By: Ricardo Reyes
City Manager

Date: _____

EXCEL PAVING COMPANY:

By: Curtis P. Brown III
President

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"
SCOPE OF WORK
EXCEL PAVING COMPANY

January 13, 2022

CITY OF HUNTINGTON PARK

Addendum No. 1

SB1 STREET ENHANCEMENT PROJECT FY 20-21 PROJECT NO.: 2020-01

The following modifications are hereby made a part of the Contract Documents and supersede, replace, and/or amend the provisions included in the original specifications, plans, and contract documents. The following addendum is hereby made a part of the Notice Inviting Bid:

1. Currently, on pg. C-3, GP-2 and GP-32 Bid Item No. 18 reads, "Bid Item No. 18 – Construct 4" Thick ARHM AC Overlay (C2-PG 64-10)."

This should be changed to the following, "**Bid Item No. 18 – Construct 4" Thick Conventional AC Type C2-PG 64-10 (2-lifts).**" Attached includes the updated bid item description to be included. Quantities remain unchanged.

2. This effects the next change on pg. GP-37 "Payment for Construction of 2" and 4" Thick ARHM AC Overlay."

Should be changed to, "**Payment for Construction of 2" Thick ARHM AC Overlay.**"

3. Pg. GP-2 and GP-33 Bid Item No. 17, states, "Performance graded (PG) asphalt binder shall be PG 64-16 and conform to the following:"

This should be changed to, "**Performance graded (PG) asphalt binder shall be PG 64-10 and conform to the following:**"

4. EQUIVALENT MATERIALS
4-1.6 Trade Names or Equals

Section 4-6 Trade Names of the Standard Specifications is hereby replaced with the following:

The AGENCY made findings that HyRAP® shall be designated by specific brand as provided in Public Contract code section 3400 (c). Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications a lower cost project/bid may result, on this project the AGENCY has designated HyRAP® a sole product. The bidder is to bid the project on the basis of using the material(s) as named.

End of Addendum No. 1

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

By:



Cesar Roldan, Director of Public Works

Date: January 13, 2022

**SB1 STREET ENHANCEMENT PROJECT FY 20-21
PROJECT NO.: 2020-01**

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

Statement of Bidder Acknowledgment

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

**PALP, INC DBA
EXCEL PAVING COMPANY**

Contractor Name



Signature

JAN 25 2022

Date

Curtis P. Brown III President

Title

Hereby acknowledge receipt of Addendum No. 1 to SB1 STREET ENHANCEMENT PROJECT FY 20-21 PROJECT NO.: 2020-01 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

PROPOSAL
FOR
SB1 STREET ENHANCEMENT PROJECT
FY 2020/2021
PROJECT NO. 2020-01
IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

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

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

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

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

**BID PROPOSAL
FOR
SB1 STREET ENHANCEMENT PROJECT
FY 2020/2021
PROJECT NO. 2020-01
IN THE CITY OF HUNTINGTON PARK**

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

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

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	43000.-	43000.-
2	Provide Traffic Control	LS	1	153000.-	153000.-
3	Sawcut and Remove Existing Concrete Sidewalk	SF	2,317	5.-	11585.-
4	Sawcut and Remove Existing Concrete Driveway	SF	876	8.-	7008.-
5	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" Depth)	SF	33,614	0.62	20840.68
6	Micro Mill Existing Asphalt Concrete (AC) Pavement (3/4" to 0" Depth)	SF	82,380	0.43	35423.40
7	Sawcut and Remove Existing AC Pavement, Base, Subbase and Native Soil to provide clear depth	CY	63	230.- 100. 145.00 45.00	14400.00 9135.00 6300.00
8	Sawcut and Remove Existing Concrete Curb and Gutter	LF	309	40.-	12360.-
9	Sawcut and Remove Existing Concrete Curb Ramp	EA	16	800.-	12800.-
10	Prune Root Existing Tree and Install Root Barrier	EA	3	1200.-	3600.-
11	Construct Concrete 4" Thick Sidewalk	SF	2,050	11.-	22550.-

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
12	Construct 6" Thick Sidewalk	SF	282	20.-	5640.-
13	Construct Concrete Driveway	SF	824	20.-	16480.-
14	Construct Concrete Curb and Gutter	LF	309	60.-	18540.-
15	Construct Concrete Curb Ramp	EA	16	6000.-	96000.-
16	Provide and Place Crushed Miscellaneous Base (CMB)	TON	84	148.-	12432.-
17	Construct 2" Thick ARHM AC Overlay (C2-PG 64-10)	TON	407	150.-	61050.-
18	Construct 4" Thick ARHM AC Overlay (C2-PG 64-10)	TON	41	265.-	10865.-
19	Construct HyRAP Asphalt Pavement (3/4"-Thick)	TON	915	200.-	183000.-
20	Construct Asphalt Rubber and Aggregate Membrane (ARAM) (3/8"-Thick)	TON	458	340.-	155720.-
21	Furnish and Install New Sign & Post	EA	2	350.-	700.-
22	Furnish and Install 72" X 12" x 2.25" Rubber speed Humps with appurtenances	EA	9	400.-	3600.-
23	Reconstruct Existing Curb Drain	EA	1	800.-	800.-
24	Adjust Existing Storm Drain/ Sewer/ Utility Manhole Frames and Covers to Finished Grade	EA	13	1100.-	14300.-
25	Adjust Existing Water Valve Can and Cover to Finished Grade	EA	15	930.-	13950.-
26	Adjust Existing Water Meter Box and Cover to Finished Grade	EA	1	900.-	900.-
27	Relocate City's Street Light/Electrical Pull Box and Cover	EA	2	2500.-	5000.-
28	Furnish and Install Traffic Signal Loop Detectors, Type E and Type Q and Add new DLC to Existing Pull Box	EA	6	800.-	4800.-
29	Set Up and Operate Sewage Bypass System, then Remove System. Insert Lining on 8" Sewer Pipe Line	EA	1	29000.-	29000.-
30	Install Traffic Striping, Markings, Curb Painting, and Signs	LS	1	17000.-	17000.-
31	Provide Construction Survey, Re-establish Survey Monuments and Centerline Ties	LS	1	15000.-	15000.-
32	Install Public Improvement Project Signs	EA	12	900.-	10800.-

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
33	Provide Erosion Control and BMPs	LS	1	14000 -	14000 -
34	Provide Soil and Pavement Testing Services as Directed by the Engineer - Allowance	LS	1	\$20,000	\$20,000
35	Furnish & Install 8" PVC-900 Water Main	LF	1,450	162 -	234900 -
36	Furnish & Install 12" PVC-900 Water Main	LF	32	700 -	22400 -
37	Furnish & Install New 6" D.I Resilient=Wedge Valve	EA	4	1400 -	5600 -
38	Furnish & Install New 8" D.I Resilient=Wedge Valve	EA	14	2000 -	28000 -
39	Furnish & Install New 12" D.I Resilient=Wedge Valve	EA	5	3600 -	18000 -
40	Remove and Replace Existing Water Meter Box and Service Line or Install New Water Meter Box and Service Line and Construct New 1" Water Service Line, Install New Meter and Meter Box (Provided by the City)	EA	19	4000 -	76000 -
41	Remove Existing Fire Hydrant Assembly and Service Line and Construct New Fire Hydrant Assembly and Service Line	EA	1	23000 -	23000 -
42	Construct New Fire Hydrant Assembly and Service Line	EA	2	18000 -	36000 -
43	Abandon and Slurry Fill Existing Water Line and Appurtenances	LS	1	13000 -	13000 -
44	Encase Water Line	LF	100	985 -	98500 -
45	Remove and Relocate Existing Water Valve	EA	2	2000 -	4000 -
TOTAL AMOUNT BID IN FIGURES				\$ 1597444.08	

TOTAL AMOUNT BID IN WORDS:

One million, five hundred Ninety Seven Thousand, Four hundred
Four dollars ⁰⁸/₁₀₀ - Dollars

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



Curtis P. Brown III
Bidder's Signature

Curtis P. Brown III President

Title

PALP, INC DBA
EXCEL PAVING COMPANY

Company Name

DESIGNATION OF SUBCONTRACTORS

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

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

• All American Asphalt # 267073
400 Elthurst Corona Cr 951) 7367600

PORTION OF WORK,
MATERIALS. OR EQUIPMENT

Cold Plane

• EBS Gen. # 720016
1345 Quarry St #101 Corona Cr

Concrete

• CAL SWIPE # 605307
375 S. G St San Bernardino Cr 92410

Smoothing

• 9500 Beverly Rd Rio Rancho Cr
MANHOLE ADJUSTING # 3A8443

PLAN / HYDRAULIC AC

• SAN LON Tech. # 114055
5841 Edinger Dr Huntington Beach Cr

Sewer Lining

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

REFERENCES

SEE ATTACHED

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

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

2. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

3. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

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

RAPP Securities (949) 393 0710
999 Corporate Dr Suite 100
Ladera Ranch CA 92694
DMS / Tim RAPP

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name PALP, INC DBA EXCEL PAVING
2230 LEMON AVE
Business Address: LONG BEACH, CA 90806

Telephone 562) 599-5841
State Contractor's License No. and Class: STATE LIC# 688659
A, C12, C31

Original Date Issued 5/11/14 Expiration Date 5/31/2022

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

Curtis P. Brown III	President and Chief Executive Officer	2230 LEMON AVE
David A. Drukker	Vice President and Chief Financial Officer	LONG BEACH, CA 90806
Marcia S. Miller	Secretary	
Crissa A. Phillips	Asst. Secretary	

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

N/A

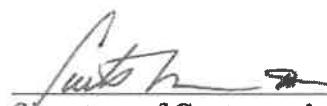
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

PALP, INC DBA
EXCEL PAVING COMPANY

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of JAN 25 2022, 20 ____.

BIDDER PALP, INC DBA
EXCEL PAVING COMPANY

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

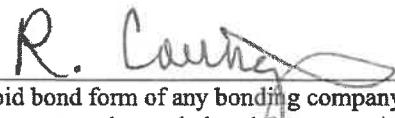

Signature of Contractor's Representative
Curtis P. Brown III President

Printed Name

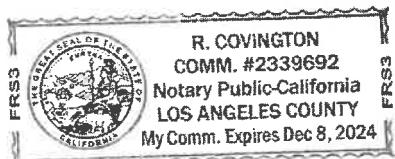
Title

Subscribed and sworn to this _____ day of JAN 25 2022, 20 ____.

NOTARY PUBLIC



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



PROPOSAL GUARANTEE
BID BOND

FOR

SB1 STREET ENHANCEMENT PROJECT

**FY 2020/2021
PROJECT NO. 2020-01**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that PALP Inc. dba Excel Paying Company, as BIDDER, and Federal Insurance Company, as SURETY, are held and firmly bound unto the City of Huntington Park, as AGENCY, in the penal sum of

total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
20th day of December, 2021.

BIDDER* PALP Inc. dba Excel Paving Company 2230 Lemon Avenue, Long Beach, CA 90806
[Signature] **562-599-5841**
Curtis P. Brown, III, President

SURETY: * Federal Insurance Company, 202B Halls Mill Road, Whitehouse Station, NJ 08889
908-903-3465
Douglas A. Rapp, Attorney in Fact

Douglas A. Rapp, Attorney in Fact
Subscribed and sworn to this _____ day of _____, 20_____
Rapp Surety & Ins. Services, Inc., 999 Corporate Drive, Ladera Ranch, CA 92694
949-393-0740

NOTARY PUBLIC

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

ACKNOWLEDGMENT

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

State of California
County of Orange)

On December 20, 2021 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)



CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Ladera Ranch, California

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of April, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon SS

On this 5th day of April, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316655
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

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

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

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

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

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 20, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone 908 903-3493 Fax 908 903-3656 e-mail: surety@chubb.com

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On JAN 25 2022 before me, R. Covington, Notary Public
(Here insert name and title of the officer)

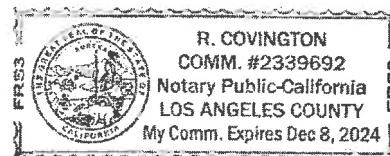
personally appeared Curtis P. Brown III,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s)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

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

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
President
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

FOR
SB1 STREET ENHANCEMENT PROJECT
FY 2020/2021
PROJECT NO. 2020-01
IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No

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

N/A

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

214

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

FOR

SB1 STREET ENHANCEMENT PROJECT

FY 2020/2021

PROJECT NO. 2020-01

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

Bidder

PALP INC. DBA EXCEL PAVING COMPANY - PROJECT REFERENCES

Job #	Job Name	Address	Agency	City	Zip Code	Contact	Phone	Email	Start	Complete	Contract \$
5337	Irvine	220 Technology Dr, Suite 210	Balfour Beatty	Irvine	92618	Matt Appelton	(750) 941-7130	mappleton@fianc.com	06/01/19		419,400
5443	Long Beach Blvd. Ph. 2	11330 Bullis Rd	Lynwood	Lynwood	90262	Antonio Perez	(310) 693-0220	aperez@lynwood.ca.us	03/27/17	11/20/18	3,128,879
5452	N. San Fernando Rd	150 North Third Street	Burbank	Burbank	91510	Vikki Davillan	(714) 238-3665	VDavidian@julianbunica.gov	09/13/17	08/20/18	1,158,769
5523	Barranca Channel, Irvine	1152 E. Fruit St.	Orange County	San Juan Capistrano	92675	Bruce Poma	(949) 493-1711	bruce.poma@ocpw.ocgov.com	08/09/18	08/10/18	1,000,000
5510	Del Obispo	32400 Paseo Adelanto	OCPW	Santa Ana	92701	Paul Mesklin	(714) 245-4625	robert.valle@ocpw.ocgov.com	10/15/18	TBD	1,499,801
5535	Silverado Canyon Bridge Maintenance	1152 E. Fruit St.	Whittier	Santa Ana	90602	Robert Valle	(714) 245-4625	robert.valle@ocpw.ocgov.com	04/01/18	10/01/18	441,177
5548	Uptown Parking Lot	132300 Penn Street	Compton	Whittier	90220	Alfredo Hernandez	(562) 567,9612	ahernandez@ocpw.ocgov.org	04/01/18		929,734
5563	Various St Pavement Rehab	205 S Willowbrook Ave	OCPW	Compton	90211	Peter Salgado	(949) 232-6281	Peter.Salgado@m15.com	03/04/19	07/01/19	1,614,000
5564	Silverado Canyon	1152 E. Fruit St.	Santa Monica	Santa Monica	90401	Robert Valle	(714) 245-4625	robert.valle@ocpw.ocgov.com	05/01/18	08/01/18	1,175,877
5570	SPTS/Kansas Ave	1437 4th, Suite 300	Ontario	Santa Monica	91764	Brian Ochoa	(310) 486-9632	Brian.Ochoa@SMGOV.NET	09/10/18	02/27/19	554,971
5572	OSMC Lot	1425 S Bon View Ave	ACC/OC	Ontario	90610	Steve Gratzwick	(909) 395-2880	SGratwick@ontarioboca.gov	09/15/18	TBD	2,649,321
5585	Live Oak / Trabuco	2890 Bay Vista Ct.	Inglewood	Banicia	94510	Doug Van Note	(707) 742-6442	dvannote@ocpw.ocgov.com	09/15/18		379,870
5590	Century Blvd Mobilization	One W Manchester Blvd	OCPW	Inglewood	90301	Hunter Nguyen	(310) 412-7688	hhunter@cityofinglewood.org	10/30/18		18,422,376
5593	Commercial Streets Rehab	415 Diamond Street	Redondo Beach	Redondo Beach	90277	Daniel Guzman	(310) 318-0661	Daniel.Guzman@redondoboro.org	01/02/19		1,042,646
5596	Street Improvements	910 Calle Nipomo, Suite 100	San Clemente	San Clemente	92673	Gary Volosky	(949) 381-6132	g.volosky@san-clemente.org	12/14/18	03/29/19	1,562,926
5599	El Modena - Irvine Channel Rehab	1152 E. Fruit St.	OCPW	Santa Ana	92701	Robert Valle	(714) 245-4625	robert.valle@ocpw.ocgov.com	01/01/18	TBD	2,735,318
5601	City of Torrance SSP	20500 Madonna Ave	Torrance	Torrance	90503	Brenda Moun	(714) 245-4625	brown@torranceca.gov	01/22/19		2,869,988
5604	Great Street Initiative	1917 E. Grand Ave	San Gabriel	San Gabriel	91778	Suzela Amelia Cheng	(626) 318-2925	sacheng@ocpw.ocgov.org	03/04/19	08/20/19	1,445,902
5607	La Palma / State College Widening	200 S. Anaheim Blvd	Anaheim	Anaheim	92805	Rowena Jardia	(714) 765-4913	jardia@airahem.net	01/14/19	TBD	4,111,783
5610	Anaheim Blvd / Ball Road Intersección	1403 E. Pacific Ave	Baldwin Park	Baldwin Park	91706	Chase Fidler	(626) 960-4011	ctidler@ballinpark.com	05/20/19	TBD	4,197,261
5614	Fresiel St Improvement	150 S. Palm Ave	Rialto	Rialto	92376	Jeff Schaefer	(909) 820-2531	jschaefer@raltoboro.org	01/07/18	TBD	1,027,574
5618	Metrolink Parking Lot Ph 2	100 S. Vincenzi Ave, Ste 200	Lawndale	West Covina	91790	Vincent Sauceda	(626) 931-7296	vsauceda@toltillitrus.org	01/14/19	08/20/19	1,078,920
5620	DILA Bus Layover Project	117 Macneil St.	Foothill Transit	San Fernando	91340	Manuel Fabian	(818) 886-1243	mfabian@scicity.org	02/01/19	TBD	723,795
5623	San Fernando Road Improvements	910 Calle Nipomo, Suite 100	San Clemente	San Clemente	92673	Gary Volosky	(949) 381-6132	g.volosky@san-clemente.org	02/18/19	05/01/19	309,903
5624	Avenida Palizada Sidewalk	1437 4th Street, Suite 300	Santa Monica	Santa Monica	90401	Brian Ochoa	(626) 960-4011	brian.ochoa@smgov.net	08/01/19	03/21/20	540,738
5627	Street and Drainage Improvement	6330 Pine Avenue	Bell	Bell	90201	Gregory Lindsey	(323) 923-2626	glindsey@cityofbellca.org	03/04/19	01/01/19	784,784
5628	Pavement Rehab	14771 Burnt Ave	Lawndale	Lawndale	90260	Kehono Oei	(310) 973-3250	koei@lawndaleboro.org	05/01/19	02/28/20	1,384,548
5638	Inglewood Ave Improvement Ph 3	1437 4th Street Suite 300	Santa Monica	Santa Monica	90401	Jason Hoang	(310) 498-2201	Jason.Hoang@SMGOV.NET	11/15/19	TBD	3,987,565
5646	Annual Pav. SNAP! Lot	111 South First Street	Alhambra	Alhambra	91801	Stephanie Camorlinga	(626) 570-5082	scamorling@cityofalhambra.org	06/25/19	11/14/19	2,257,788
5654	SB 1 Street Rehab	4845 Casa Loma Ave	Long Beach	Yorba Linda	92886	Freddy Castillo	(714) 961-7100	fcastillo@yorba Linda boro.org	08/03/19	07/03/19	559,953
5655	Annual Pavement Preservation	333 W. Pine Blvd	Long Beach	Long Beach	90802	George Ker	(562) 570-6525	george.ker@longbeach.gov	07/22/19	TBD	1,198,198
5659	West Seaside Way	415 Diamond Street	Redondo Beach	Redondo Beach	90277	Daniel Guzman	(310) 318-0661	Daniel.Guzman@redondoboro.org	09/03/19	01/17/20	1,187,801
5661	Inglewood Ave. and Flavel Lane	1152 E. Fruit St.	Santa Ana	Santa Ana	92701	Robert Valle	(714) 245-4625	robert.valle@ocpw.ocgov.com	06/10/19	10/31/19	1,035,309
5662	Midway City North AC Repairs	One W Manchester Blvd	Inglewood	Inglewood	90301	Hunter Nguyen	(310) 412-7688	hhunter@cityofinglewood.org	07/22/19	02/28/20	888,800
5663	Van Ness Ave	2000 Main Street	Huntington Beach	Huntington Beach	92648	Joe Fuentes	(714) 536-5259	inventes@surfcityfhb.org	07/01/19	02/29/20	2,916,192
5674	Edinger Avenue Improvements	110 E. La Habra Blvd.	La Habra	La Habra	90631	Cesar Rangel	(562) 383-4151	crangel@lahanhabra.gov	TBD		1,693,265
5675	Whittier Blvd / Hacienda Rd Intersección	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4625	robert.valle@ocpw.ocgov.com	TBD		2,490,000
5676	County of Orange - Pavement Maintenance	Calabasas	Calabasas	Calabasas	91302	Alba Lemus	(818) 224-1677	alba.lemus@cityofcalabasas.com			888,932
5679	Street Rehab	100 Civic Center Way	Laguna Beach	Beverly Hills	92651	Tom Sandefur	(714) 949-3731	tsandefur@lagunabeach.org	08/01/19	03/01/20	1,216,729
5680	Zone 1 Street Slurry Seal and Rehab	505 Forest Ave	Beverly Hills	Beverly Hills	92651	Manu Paul Dhalwal	(310) 285-2513	mdhalwal@beverlyhills.org	08/02/19	06/01/20	7,788,986
5685	Street and Alley Improvements	345 Foothill Road	San Fernando	San Fernando	91340	Manuel Fabian	(818) 888-1243	mfabian@stcity.org	08/02/19	01/31/20	2,094,776
5686	Annual Street Resurfacing	117 Macneil St.	Pico Rivera	Pico Rivera	90650	Chris Baca	(310) 502-6325	chaca@pikiran.com	11/25/19	07/08/20	5,257,894
5690	I-605 Hot Spot	6615 Passions Blvd	Redondo Beach	Redondo Beach	90277	Lauren Saldan	(714) 245-4625	Lauren.Saldan@Redondo.boro.org	12/02/19	06/01/20	4,688,777
5692	Residential Street Rehab	415 Diamond Street	Long Beach	Santa Ana	92701	Robert Valle	(714) 245-4625	robert.valle@ocpw.ocgov.com	11/12/19	02/10/20	1,894,608
5695	Laguna Niguel Regional Park	1152 E. Fruit St.	CCPW	Santa Ana	92701	Robert Valle	(714) 245-4625	robert.valle@ocpw.ocgov.com	11/12/19	11/12/20	2,490,000
5696	County of Orange - General Engineering	213 E. Foothill Blvd	Azusa	Azusa	91702	Christina Curiel	(626) 812-5248	curred@azusaca.gov	01/12/20	06/30/20	1,978,872
5701	Traffic Management System - SJB to Ferreira	3821 Bell Ave	Manhattan Beach	Manhattan Beach	90266	Adilia Miller	(310) 802-5353	amiller@citym.bmfb	01/13/19	TBD	1,329,858
5714	Cycle 5 Street Resurfacing Program	15900 Main St.	La Puente	La Puente	91744	Adel Frei	(562) 760-7752	afrei@willdan.com	01/13/19	TBD	1,043,469
5715	Northwest Infrastructure	600 S Mountain Ave	Monrovia	Monrovia	91016	Sean Sullivan	(626) 832-5522	ssullivan@ci.monrovia.ca.us	TBD		9,679,293

ATTACHMENT "B"

City of Huntington Park
CIP No. 2019-06 Street Enhancement Project
January 25, 2022

Base Bid				Engineer's Estimate		Excel Paving Company		Hardy & Harper, Inc.	
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Mobilization/ Demobilization (Not to exceed 3% of total of all)	LS	1	\$ 32,882.00	\$ 32,882.00	\$ 43,000.00	\$ 43,000.00	\$ 43,543.82	\$ 43,543.82
2	Provide Traffic Control	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 153,000.00	\$ 153,000.00	\$ 195,000.00	\$ 195,000.00
3	Sawcut and Remove Existing Concrete Sidewalk	SF	2317	\$ 3.00	\$ 6,951.00	\$ 5.00	\$ 11,585.00	\$ 4.00	\$ 9,268.00
4	Sawcut and Remove Existing Concrete Driveway	SF	876	\$ 10.00	\$ 8,760.00	\$ 8.00	\$ 7,008.00	\$ 6.00	\$ 5,256.00
5	Cold Mill Existing Asphalt Concrete (AC) Pavement (2" Depth)	SF	33614	\$ 0.40	\$ 13,445.60	\$ 0.62	\$ 20,840.68	\$ 0.47	\$ 15,798.58
6	Micro Mill Existing Asphalt Concrete (AC) Pavement (3/4" to	SF	82380	\$ 0.40	\$ 32,952.00	\$ 0.43	\$ 35,423.40	\$ 0.17	\$ 14,004.60
7	Sawcut and Remove Existing AC Pavement, Base, Subbase	CY	63	\$ 80.00	\$ 5,040.00	\$ 100.00	\$ 6,300.00	\$ 92.00	\$ 5,796.00
8	Sawcut and Remove Existing Concrete Curb and Gutter	LF	309	\$ 22.00	\$ 6,798.00	\$ 40.00	\$ 12,360.00	\$ 20.00	\$ 6,180.00
9	Sawcut and Remove Existing Concrete Curb Ramp	EA	16	\$ 1,000.00	\$ 16,000.00	\$ 800.00	\$ 12,800.00	\$ 980.00	\$ 15,680.00
10	Prune Root Existing Tree and Install Root Barrier	EA	3	\$ 900.00	\$ 2,700.00	\$ 1,200.00	\$ 3,600.00	\$ 1,242.00	\$ 3,726.00
11	Construct Concrete 4" Thick Sidewalk	SF	2050	\$ 6.00	\$ 12,300.00	\$ 11.00	\$ 22,550.00	\$ 9.00	\$ 18,450.00
12	Construct Concrete 6" Thick Sidewalk	SF	282	\$ 8.00	\$ 2,256.00	\$ 20.00	\$ 5,640.00	\$ 13.00	\$ 3,666.00
13	Construct Concrete Driveway	SF	824	\$ 22.00	\$ 18,128.00	\$ 20.00	\$ 16,480.00	\$ 14.00	\$ 11,536.00
14	Construct Concrete Curb and Gutter	LF	309	\$ 50.00	\$ 15,450.00	\$ 60.00	\$ 18,540.00	\$ 50.00	\$ 15,450.00
15	Construct Concrete Curb Ramp	EA	16	\$ 3,000.00	\$ 48,000.00	\$ 6,000.00	\$ 96,000.00	\$ 3,000.00	\$ 48,000.00
16	Provide and Place Crushed Miscellaneous Base (CMB)	TON	84	\$ 65.00	\$ 5,460.00	\$ 148.00	\$ 12,432.00	\$ 140.00	\$ 11,760.00
17	Construct 2" Thick ARHM AC Overlay (C2-PG 64-16)	TON	407	\$ 105.00	\$ 42,735.00	\$ 150.00	\$ 64,050.00	\$ 140.00	\$ 56,980.00
18	Construct 4" Thick ARHM AC Overlay (C2-PG 64-16)	TON	41	\$ 105.00	\$ 4,305.00	\$ 265.00	\$ 10,865.00	\$ 410.00	\$ 16,810.00
19	Construct HyRAP Asphalt Pavement (3/4"-Thick)	TON	915	\$ 105.00	\$ 96,075.00	\$ 200.00	\$ 183,000.00	\$ 187.00	\$ 171,105.00
20	Construct Asphalt Rubber and Aggregate Membrane (ARAM)	TON	458	\$ 95.00	\$ 43,510.00	\$ 340.00	\$ 155,720.00	\$ 315.00	\$ 144,270.00
21	Furnish and Install Sign & Post	EA	2	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00
22	Furnish and Install 72" X 12" x 2.25" Rubber speed Humps	EA	9	\$ 1,200.00	\$ 10,800.00	\$ 400.00	\$ 3,600.00	\$ 200.00	\$ 1,800.00
23	Reconstruct Existing Curb Drain	EA	1	\$ 400.00	\$ 400.00	\$ 800.00	\$ 800.00	\$ 3,820.00	\$ 3,820.00
24	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames	EA	13	\$ 750.00	\$ 9,750.00	\$ 1,100.00	\$ 14,300.00	\$ 1,000.00	\$ 13,000.00
25	Adjust Existing Water Valve Can and Cover to Finished Grade	EA	15	\$ 450.00	\$ 6,750.00	\$ 930.00	\$ 13,950.00	\$ 1,000.00	\$ 15,000.00
26	Adjust Existing Water Meter Box and Cover to Finished Grade	EA	1	\$ 350.00	\$ 350.00	\$ 900.00	\$ 900.00	\$ 1,060.00	\$ 1,060.00
27	Relocate City's Street Light/ Electrical Pull Box and Cover	EA	2	\$ 500.00	\$ 1,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,650.00	\$ 5,300.00
28	Furnish and Install Traffic Signal Loop Detectors, Type E and	EA	6	\$ 300.00	\$ 1,800.00	\$ 800.00	\$ 4,800.00	\$ 800.00	\$ 4,800.00
29	Set Up and Operate Sewage Bypass System, then Remove	EA	1	\$ 30,000.00	\$ 30,000.00	\$ 29,000.00	\$ 29,000.00	\$ 31,500.00	\$ 31,500.00
30	Install Traffic Striping, Markings, Curb Painting, and Signs	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 17,000.00	\$ 17,000.00	\$ 18,500.00	\$ 18,500.00
31	Provide Construction Survey, Re-establish Survey	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
32	Install Public Improvement Project Signs	EA	12	\$ 850.00	\$ 10,200.00	\$ 900.00	\$ 10,800.00	\$ 795.00	\$ 9,540.00
33	Provide Erosion Control and BMPs	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 14,000.00	\$ 14,000.00	\$ 5,300.00	\$ 5,300.00
34	Provide Soil and Pavement Testing Services as Directed by	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Subtotal - Street Improvement				\$ 726,797.60		\$ 1,038,044.08		\$ 957,600.00	
Contingency (10%)				\$ 72,679.76					
Base Bid Total				\$ 799,477.36					

35	Furnish & Install 8" PVC-900 Water Main	LF	1450	\$ 125.00	\$ 181,256.25	\$ 162.00	\$ 234,900.00	\$ 300.00	\$ 435,000.00
36	Furnish & Install 12" PVC-900 Water Main	LF	32	\$ 200.00	\$ 6,300.00	\$ 700.00	\$ 22,400.00	\$ 425.00	\$ 13,600.00
37	Furnish & Install New 6" D.I Resilient-Wedge Valve	EA	4	\$ 1,800.00	\$ 7,200.00	\$ 1,400.00	\$ 5,600.00	\$ 2,050.00	\$ 8,200.00
38	Furnish & Install New 8" D.I Resilient-Wedge Valve	EA	14	\$ 2,000.00	\$ 28,000.00	\$ 2,000.00	\$ 28,000.00	\$ 2,600.00	\$ 36,400.00
39	Furnish & Install New 12" D.I Resilient-Wedge Valve	EA	5	\$ 2,500.00	\$ 12,500.00	\$ 3,600.00	\$ 18,000.00	\$ 4,500.00	\$ 22,500.00
40	Remove and Replace Existing Water Meter Box and Service Line	EA	19	\$ 2,000.00	\$ 38,000.00	\$ 4,000.00	\$ 76,000.00	\$ 2,400.00	\$ 45,600.00
41	Remove Existing Fire Hydrant Assembly and Service Line and C	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 23,000.00	\$ 23,000.00	\$ 19,000.00	\$ 19,000.00
42	Construct New Fire Hydrant Assembly and Service Line	EA	2	\$ 12,000.00	\$ 24,000.00	\$ 18,000.00	\$ 36,000.00	\$ 19,000.00	\$ 38,000.00
43	Abandon and Slurry Fill Existing Water Line and Appurtenance	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 13,000.00	\$ 13,000.00	\$ 5,800.00	\$ 5,800.00
44	Encase Water Line	LF	100	\$ 110.00	\$ 11,000.00	\$ 985.00	\$ 98,500.00	\$ 53.00	\$ 5,300.00
45	Remove and Relocate Existing Water Valve	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00	\$ 12,000.00	\$ 24,000.00
Subtotal - Water Improvement				\$ 369,256.25		\$ 559,400.00		\$ 653,400.00	
Contingency (10%)				\$ 36,925.63					
Base Bid Total				\$ 406,181.88					
Grand Total Base				\$ 1,205,659.24		\$ 1,597,444.08		\$ 1,611,000.00	

ITEM NO. 6



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 1, 2022

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 GEOTECHNICAL AND ENVIRONMENTAL SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award a professional service agreement (PSA) as it relates to Geotechnical and Environmental Services, to Geosyntec as the sole responsive and responsible proposer;
2. Approve a budget appropriation in the amount of \$50,000 from account number 111-6010-451.76-05 Aquatics Center Capital Improvement Project; and
3. Authorize the City Manager to execute the PSA.

BACKGROUND

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 was needed to solicit proposals from qualified firms. A RFP to solicit firms known for working with municipal agencies who understand landfill permitting and regulatory considerations was approved by the City Council on December 7, 2021. 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.

A sole proposal was received on or before the prescribed date of January 26, 2022. The proposal is based on an hourly rate, resumes and experience of their staff. References for Geosyntec confirm that their services for similar projects in the past have been

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES
AGREEMENT TO PROVIDE GEOTECHNICAL AND ENVIRONMENTAL SERVICES**

February 1, 2022

Page 2 of 2

successful. Fees associated with the work will be based on a time and materials approach pursuant to tasks requested of them.

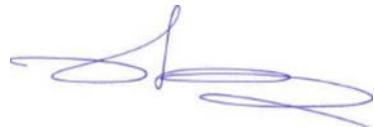
FISCAL IMPACT

Staff is recommending a budget appropriation in the amount of \$50,000 from account number 111-6010-451.76-05 based upon the agreed upon hourly rate included in the proposal.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

Steve Forster
Interim Community Development Director

ATTACHMENT(S):

1. Draft Professional Services Agreement for Geosyntec
2. Geosyntec proposal

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **1st day of February 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **FILL IN NAME** 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 **February 1, 2022 to February 1, 2023**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$0.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks

performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager and Interim Director of Community Development (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 **CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION:** CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

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

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

2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

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

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

2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers,

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

III. INSURANCE

3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

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

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

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

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

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

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

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

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

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONTRACTOR:

Name
Address
Contact info

CITY:

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

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

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:

CONSULTANT, INC.:

By: Ricardo Reyes
City Manager

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

DRAFT

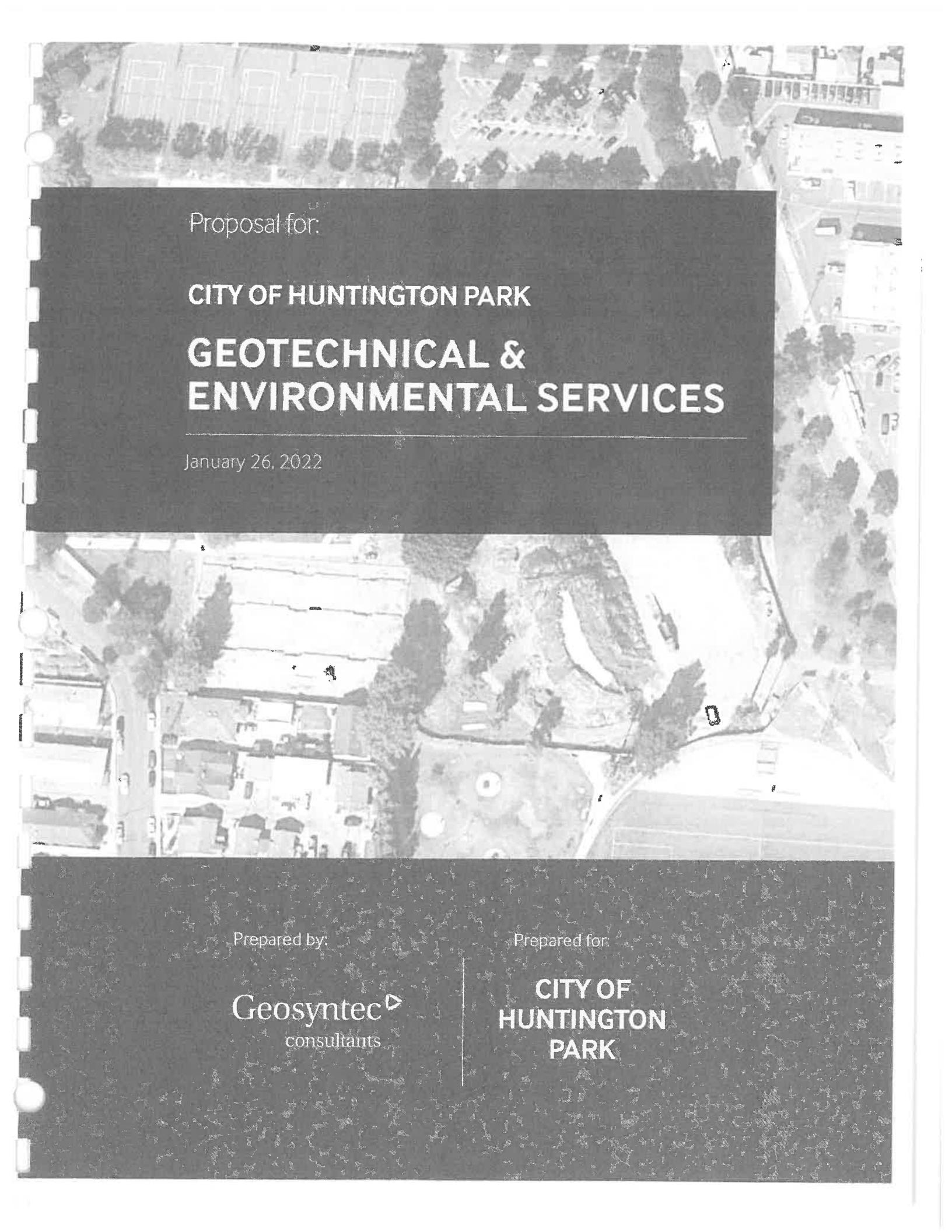
EXHIBIT "A"

SCOPE OF WORK

NAME OF CONSULTANTS, INC.

DBA/EE

ATTACHMENT "B"



Proposal for:

CITY OF HUNTINGTON PARK
GEOTECHNICAL &
ENVIRONMENTAL SERVICES

January 26, 2022

Prepared by:

Geosyntec ▶
consultants

Prepared for:

CITY OF
HUNTINGTON
PARK

Geosyntec

consultants

211 E. Ocean Blvd., Suite 300
Long Beach, California 90802
PH 714.969.0800
FAX 714.969.0820
www.geosyntec.com

January 26, 2022

Mr. Steve Forster
Interim Director of Community Development
City of Huntington Park – City Clerk's office
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Proposal for Geotechnical and Environmental Services
Bid Number: RFP-CDD-2022-0003

Dear Mr. Forster:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this proposal to the City of Huntington Park (City) in response to Request for Proposals (RFP) for Professional Services for Geotechnical and Environmental Services.

Geosyntec is well-qualified to provide the City with exemplary geotechnical and environmental services in support of the Salt Lake Park Aquatic Center project. We have extensive geotechnical and environmental experience on public works projects in Southern California, including significant experience with the regulatory agencies and issues associated with infrastructure development at inactive and closed landfill sites.

Geosyntec will manage this project from our Long Beach, California office, which is less than twenty miles from the City's office and the home office of our proposed Project Manager Dr. Jeff Thompson. Additionally, as discussed in our proposal, Dr. Thompson is supported by a highly qualified team of Geosyntec engineers and geologists based in Southern California. The key differentiator for Geosyntec is that we provide not only expertise with geotechnical and environmental services but we have significant experience with infrastructure development at landfill sites in Southern California, including development of recreational parks, athletic fields, structures, and methane gas mitigation systems over and adjacent to landfills.

We appreciate the opportunity to further serve the City of Huntington Park. Should you have any questions or need additional information, please do not hesitate to contact the undersigned.

We 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.

Sincerely,



Gregory T. Corcoran, PE (CA)
Vice President
858.716.2905



Jeffrey Thompson, Ph.D, PG, CHg (CA)
Principal Scientist
562.257.1408

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**Per the RFP instructions, our Fee Schedule/Cost Proposal is included in a separate sealed envelope.*

1. CONSULTANT BACKGROUND

Geosyntec Consultants, Inc. (Geosyntec) is an employee-owned, multi-disciplinary engineering consulting firm offering a wide range of high-quality professional services to public sector and private clients. Geosyntec was founded in 1983 with a focus on bringing value to our clients through technical innovation and exceptional project execution. Geosyntec will apply this same standard to the geotechnical and environmental services required by the City of Huntington Park (City).

The specialists and experts of Geosyntec's Team provide the knowledge and experience necessary to support the preparation of a plan for advancing the construction of the aquatic center as well as provide the necessary technical documents relevant to securing a post closure landfill permit. Geosyntec is expertly suited to provide responsive multi-disciplinary consulting services to the City based on our expertise in geotechnical and environmental evaluation of landfill sites, knowledge of applicable regulatory compliance requirements, and excellent regulatory relationships. Geosyntec has assembled a team of highly qualified personnel focused on the City's needs and anticipated services.

Our local staff, led by senior team members with an average of over 10 years of employment with Geosyntec, are firmly committed to supporting the City in its goal to construct an aquatic center at Salt Lake Park. Geosyntec will work with the City to evaluate the most appropriate, cost-effective methods (whether innovative or conventional) developing a postclosure land use plan which satisfies the Local Enforcement Agency's (LEA's) and CalRecycle's requirements.

Geosyntec has a track-record of implementing site assessment, geotechnical, and remediation projects on-time and within-budget. Geosyntec has eight Southern California offices that support a variety of engineering consulting services and five offices within 40 miles of Huntington Park. Should additional staff be required, our Project Team is supported by over 1,400 professionals nationwide, including experts in each requested discipline. At the center of Geosyntec's investigation and remediation practice is a collaborative group of nationally recognized engineers and scientists dedicated to achieving cost-effective, risk-based, sustainable solutions for contaminated sites. Their practice specialties represent a diverse array of disciplines, including geology, hydrogeology, environmental/civil/specialty engineering, geochemistry, human health and ecological risk assessment, statistics, construction management, and more. These practitioners are at the forefront of technology development and implementation, as well as regulatory compliance/advocacy that promote Geosyntec as leaders in the environmental and geotechnical services industry.

17%
DOCTORATE DEGREE

30%
BACHELOR'S DEGREE

53%
MASTER'S DEGREE

More than 75% of our technical staff hold advanced degrees in engineering, science, or business management, and some hold adjunct faculty positions at top institutions around North America. We have decades of experience in collaborative, applied research where we have partnered with prestigious academic institutions including several academic researchers and departments to advance the state of science and engineering employed in our industry. We combine collegiality, life-long learning, integrity, and cutting-edge technical excellence to solve our clients' most pressing challenges.

1. CONSULTANT BACKGROUND

RELEVANT PRACTICE AREAS

A key differentiator for Geosyntec is that we have decades of experience with the practical and regulatory requirements for active, inactive, and closed landfills, including redevelopment of historical waste disposal sites. Geosyntec's diversity in practice areas and experienced practitioners allows us to offer the City an unparalleled level of expertise and service all within a single consulting firm.



GEOTECHNICAL SERVICES

Geosyntec provides nationally recognized expertise and specialized geotechnical and geological engineering (geoengineering) services to evaluate and improve the design and construction characteristics and engineering properties of varying foundation conditions, including waste, soft soils, and other low strength materials. Our geoengineering specialists also have significant experience with methane mitigation system design, permitting, and construction, particularly in Southern California, including assisting two Southern California Cities with developing guidelines and regulations for developing in areas affected by methane gases. They are recognized for their ability to develop practical guidance, efficient designs conducive to aggressive construction schedules commonly imposed by project economics, and knowledge of regulations and regulatory agencies to facilitate permitting and approvals of challenging projects.

Our geoengineering professionals have responded to the challenges of increasingly unfavorable site conditions by developing and applying sophisticated approaches to investigate and characterize sites; analyzing foundation behavior; altering the engineering characteristics of the subsurface materials at a specific site through varying engineering methodologies to improve subsurface material strengths to support development features; and environmentally remediating sites. We implement these approaches so foundations and other subsurface structures can be constructed safely, adequately support the built environment, and withstand potential geohazards.



ENVIRONMENTAL SERVICES

Using a multidisciplinary approach, Geosyntec brings together nationally recognized, in-house specialists in engineering, ecology and biological sciences, risk assessment and applied toxicology, and

earth sciences to address the complex issues associated with contaminated media.

Our contaminated site practitioners guide our clients through all aspects of environmental site evaluation, from initial historical research all the way through successful site cleanup. We can address numerous types of media, including contaminated soils, waste materials, landfill and other volatile gases, and groundwater amongst other media.



LANDFILL PERMITTING AND REGULATORY CONSIDERATIONS

Our practitioners assist our clients in increasing commercial viability, achieving and maintaining compliance, and ensuring that short- and long-term needs are met for new and existing sites and projects.

We are experienced in the permitting, design, and construction of closures of a wide range of landfills and disposal sites including historical municipal solid waste (MSW) landfills such as underlies the City. Our waste containment practice specializes in addressing the most complex and challenging projects through our innovative technologies and designs. Our practitioners also provide investigation, design, permitting, and construction oversight for on-site disposal facilities for cost-effective safe on-site disposal of soils, sludges, and miscellaneous debris with a broad range of contaminants, including mercury, PCBs, and volatile and semi-volatile organic compounds. Our on-site disposal experience has also involved consolidation of waste within a site footprint to a smaller portion of the site, overlying previously placed waste materials, resulting in substantial capital cost savings by reducing or eliminating the need for costly trucking and off-site disposal and the ability to use traditional foundation systems in areas where waste materials are removed.

1. CONSULTANT BACKGROUND

SUBCONSULTANT BACKGROUND

Geosyntec has identified the following subconsultants as highly qualified firms for providing supporting services related to laboratory testing and field investigation that may become necessary during the performance of the work



Calscience

LABORATORY ENVIRONMENTAL TESTING

Eurofins Environmental

Testing South West, doing business as Eurofins Calscience (Eurofins) was founded in 1986 and located in Orange County California and is the largest full-service laboratory on the West Coast offering a comprehensive portfolio of analytical methods for the testing of air, wastewater, groundwater, sea water, sediment, soil, and tissue. Calscience built their reputation on service and quality, consistently delivering on-time legally defensible results and offering rush turn-around time that clients have come to rely upon. Eurofins Calscience offers a full range of analytical methods and data deliverable products to meet the requirements of numerous environmental regulatory programs.



FIELD ENVIRONMENTAL TESTING

Jones Environmental Inc. (Jones) is a family-owned

testing laboratory based in California. Jones' mobile and stationary labs are California State certified and have been serving the needs of the environmental field since 1991. Jones excels at providing real-time field results for air/soil gas, soil, and water analyses. Jones's professional expertise and personal service provide their clients with confident, trustworthy analytical results.



DRILLING

Gregg Drilling (Gregg) has been conducting geotechnical and

environmental site investigations for over 30 years. Drilling methods have been used to determine ground conditions, underlying geology and hydrology and the existence of contamination in the soil or groundwater. They employ a wide range of drilling and sampling techniques and tools to provide data for engineering and design. Over the years, Gregg has consistently produced accurate undisturbed soil and groundwater samples and efficiently constructed wells for monitoring and remediation. In addition, they have always striven

to leave as little impact at a site as possible and make it a requirement to always restore a site to its original condition prior to terminating drilling operations.



Leighton

GEOTECHNICAL TESTING

Leighton's geotechnical and materials testing laboratories are reviewed/

licensed by the American Association of State Highway and Transportation Officials (AASHTO), the California Division of the State Architect (DSA), Caltrans, City of Los Angeles Department of Building and Safety, and others. Leighton also participate in the Cement and Concrete reference laboratory (CCRL or "resource") ongoing quality review. Leighton has three fully-staffed and fully-equipped geotechnical and materials testing laboratories located across southern California, which share resources to manage peak demands.



GEOPHYSICAL INVESTIGATION

Spectrum Geophysics (Spectrum), founded in

1985, provides cost-effective geophysical solutions to environmental and engineering problems. Spectrum Geophysics employs state-of-the-art utility-locating and geophysical methods in complex settings. Spectrum Geophysics' professional staff, led by Professional Geophysicist Laura Cathcart-Dodge and Rebecca Ullett, have extensive experience in the coordination and management of a variety of geophysical surveys including UST and oil well searches, limits of waste materials, depth to bedrock, rippability surveys, utility location, magnetics, high sensitivity metal detection, resistivity, conductivity, seismic refraction, REMI, and downhole geophysics.

In addition to the above subconsultants, Geosyntec maintains a robust supplier portal with a host of qualified subconsultants on the basis of their expertise and track record. If additional supporting services not currently anticipated become important to achieving project goals, Geosyntec can provide additional recommendations to identify the highest value subconsultants for a given work task.

2. QUALIFICATIONS & EXPERIENCE OF PERSONNEL

Geosyntec
consultants

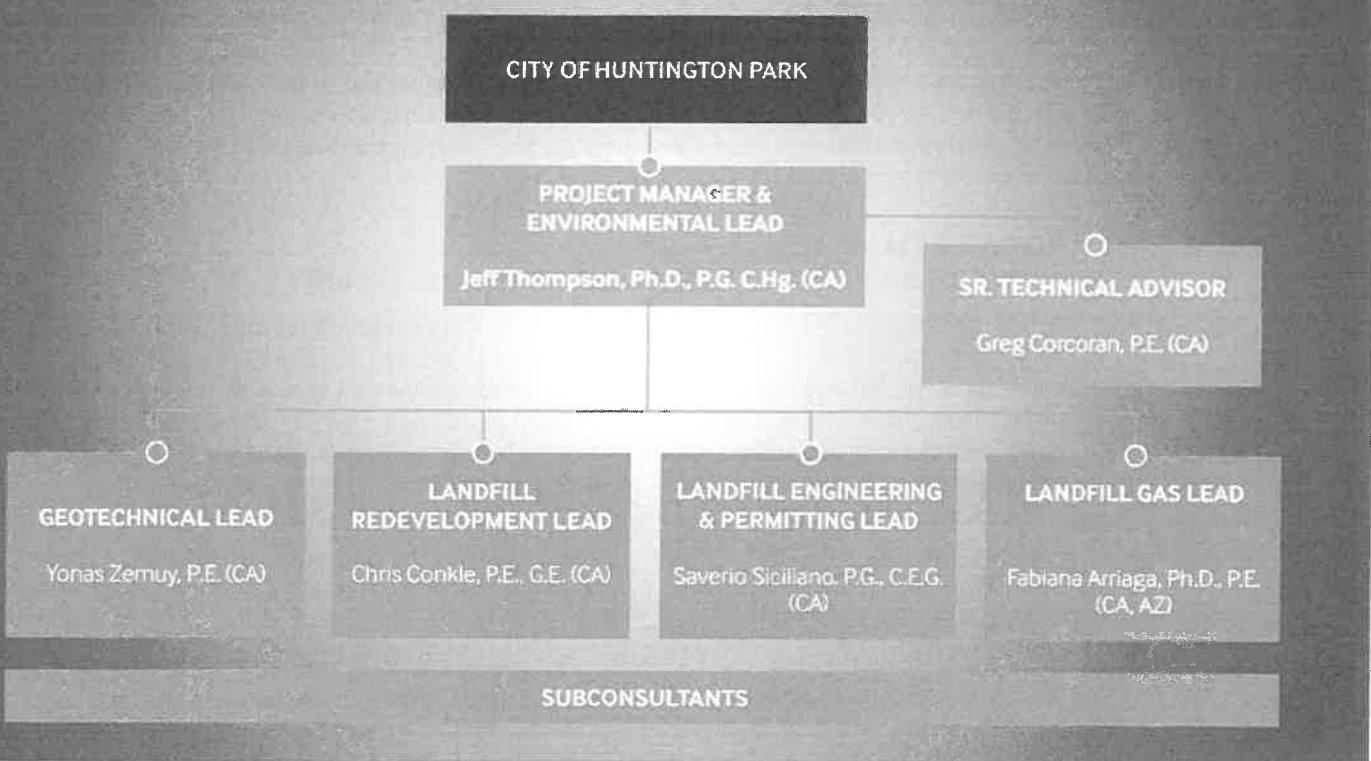
Geosyntec has assembled an exemplary team of professionals qualified to provide exceptional geotechnical and environmental services to the City. Our proposed team is based in Southern California so that we can leverage our local experience with Geosyntec's national expertise to achieve the project goals.

Geosyntec's Project Manager, Dr. Jeffrey Thompson, will be the primary point-of-contact for the City for all work tasks associated with this proposal and is anticipated to personally provide significant technical services to the City associated with regulatory coordination, environmental investigation, and site characterization.

Dr. Thompson's past experience working with City representative and contractors for the Salt Lake Park project presents an exceptional value proposition to the City, as Dr. Thompson has already developed a strong working relationship with the City and is well-informed regarding the regulatory issues surrounding the City's aquatic center project.

Supporting Dr. Thompson is an experienced team of Geosyntec practitioners in geotechnical engineering, landfill permitting, landfill gas characterization and monitoring, and methane testing and mitigation amongst other specialties. The qualifications of each team member are summarized briefly below with personnel resumes provided in the next section.

ORGANIZATION CHART



2. QUALIFICATIONS & EXPERIENCE OF PERSONNEL

Geosyntec 
consultants



JEFF THOMPSON, PH.D, P.G., C.HG.

ROLE: PROJECT MANAGER & ENVIRONMENTAL LEAD | **OFFICE LOCATION:** LONG BEACH

Dr. Thompson is a Principal Scientist based in California with more than seven years of experience applying computational methods to site characterization and remediation. He has served his clients in capacities ranging from technical expert to senior project manager. As a project manager, Dr. Thompson has worked directly with client environmental managers to develop investigation and remediation strategies at complex cleanup sites, including those under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), and California Title 22 regulations. Beyond providing innovative and cost-efficient solutions to environmental challenges, the cornerstone of Dr. Thompson's site management approach is to build trust-based partnerships between his clients, regulators, and other project stakeholders. Dr. Thompson is anticipated to serve as the overall project manager and to act as the City's primary point of contact. In addition, Dr. Thompson is anticipated to be the technical lead and task manager for work associated with environmental investigation and site assessment.



GREG CORCORAN, P.E.

ROLE: SENIOR TECHNICAL ADVISOR | **OFFICE LOCATION:** SAN DIEGO

Mr. Greg Corcoran, P.E., Senior Principal Civil Engineer based in California, focuses on the design, construction, and operation of engineered systems for waste containment and site development at locations impacted by the presence of contaminants. Specializing in the design and construction of vapor and methane mitigation systems for development of impacted sites for more than 24 years, Mr. Corcoran has been involved with the design and/or construction of more than 100 structures at contaminant-impacted sites around the world. He continues to advance the state-of-the-practice by developing systems that allow the construction of commercial space on top of closed landfills and other impacted sites and is the co-developer of a patented system designed to prevent migration of subsurface gases into buildings. Mr. Corcoran has direct experience working with Los Angeles County LEA, CalRecycle, and numerous other regulatory agencies. Mr. Corcoran is anticipated to serve as senior technical advisor to the project team.



YONAS ZEMUY, P.E.

ROLE: GEOTECHNICAL LEAD | **OFFICE LOCATION:** ORANGE COUNTY

Mr. Yonas Zemuy is a Principal Engineer with over 18 years of experience in geotechnical, waste containment and Civil engineering. His expertise includes extensive experience with landfill cover system (CAP) design, geotechnical design, providing third party review, interpretation of the in-situ subsurface conditions drilling operations, geophysical survey, soil classification, borrow-source evaluations, and laboratory testing results. Mr. Zemuy has direct experience working with Los Angeles County LEA, CalRecycle, and numerous other regulatory agencies. Mr. Zemuy is anticipated to serve as technical lead and task manager for work associated with geotechnical design and evaluations.



SAVERIO SICILIANO, P.G., C.E.G.

ROLE: LANDFILL ENGINEERING & PERMITTING LEAD | **OFFICE LOCATION:** ORANGE COUNTY

Mr. Saverio Siciliano is a Principal Consultant with over 23 years of experience in geotechnical/geological/environmental engineering and landfill design. Mr. Siciliano is a certified Engineering Geologist and Professional Geologist in the State of California. He has been the Geosyntec program manager for several repeat contracts with the Counties of Orange (since 2004) and San Bernardino (since 2019) to provide on-call landfill engineering services for their active, inactive, and closed landfills. Mr. Siciliano is anticipated to serve as technical lead and task manager for work associated with landfill engineering and/or permitting issues.

2. QUALIFICATIONS & EXPERIENCE OF PERSONNEL

Geosyntec
consultants



CHRISTOPHER CONKLE, P.E., G.E.

ROLE: LANDFILL REDEVELOPMENT LEAD | OFFICE LOCATION: ORANGE COUNTY

Mr. Conkle is a Principal Geotechnical Engineer engaged in the practice of geotechnical and landfill related engineering. Mr. Conkle has unique expertise in the design of projects involving the redevelopment of municipal solid waste landfills. He has been involved in the conception of successful redevelopment strategies requiring regulatory approval, while minimizing financial risks to the client. Mr. Conkle has supported attorneys in decision making regarding the potential development of properties containing historic landfills. He has also provided support as a consulting expert in the development strategies and as a testifying expert for resolution of landfill redevelopment related litigation. Mr. Conkle has direct experience working with Los Angeles County LEA, CalRecycle, and numerous other regulatory agencies. Mr. Conkle is anticipated to serve as the technical lead for redevelopment strategies associated with construction on a former municipal landfill.



FABIANA ARRIAGA, PH.D., P.E.

ROLE: LANDFILL GAS LEAD | OFFICE LOCATION: SAN DIEGO

Dr. Fabiana Arriaga has over fifteen years of academic and professional experience in the field of geotechnical engineering including design, permitting and construction quality assurance (CQA) of waste containment facilities, landfill gas collection and control systems and gas mitigation systems for projects ranging from public schools, private academic and cultural developments, commercial and residential developments to municipal and hazardous waste landfills in southern California. Dr. Arriaga is anticipated to provide expertise and leadership of tasks related to the assessment and/or mitigation of landfill gases.

Resumes for Key Personnel are included in section 4. Proposed Personnel.

RELEVANT EXPERIENCE

The Geosyntec team has experience providing professional services on a wide range of project sizes and scopes ranging from small, singular task orders to multi-year remediation projects. Relevant projects, including those of a similar magnitude and nature as anticipated under this RFP are provided in the resumes of proposed personnel, included in Section 4. For each of work scopes described in the proposal objectives, Geosyntec anticipates providing the primary professional services to the City. Geosyntec has worked with each of the subconsultants identified and anticipates incorporating their services in support of field sampling and laboratory analysis for specific proposal objectives as identified in the experience matrix below.

	Jeff Thompson	Greg Corcoran	Yonas Zemuy	Saverio Siciliano	Chris Conkle	Fabiana Arriaga	Eurofins (Sub)	Jones (Sub)	Gregg (Sub)	Leighton (Sub)	Spectrum (Sub)
Site Evaluation	•	•	•	•	•	•	•	•	•	•	•
Site Improvement Evaluation	•	•	•	•	•	•				•	•
Geotechnical Plan Preparation	•	•	•	•	•	•					
Contamination Evaluation	•	•	•	•	•	•	•	•	•	•	
Remediation Plan Development	•	•	•	•	•	•					
Health & Safety Plan Preparation	•	•	•	•	•	•					

3. PROJECT APPROACH

PROJECT OBJECTIVE

Our understanding is that the City's overarching goal is to complete its capital improvement project by constructing an aquatic center at Salt Lake Park to provide recreational programs to the local community. Specific to the work described in this RFP, the project objective is to obtain local enforcement agency (LEA, Los Angeles County Department of Public Health) and CalRecycle approval on a postclosure landfill use plan (PCLUP) which allows for the capital improvement project to proceed.

PROJECT UNDERSTANDING & APPROACH

Geosyntec understands that the City began construction of an aquatic center in early 2020 at Salt Lake Park in the former location of a skate park. In support of this project, Geosyntec was retained by the City's contractor Infrastructure Engineers to perform a Phase II site assessment of the excavation for the aquatic center, not the entirety of the site, to assess whether the excavation was underlain by landfill or waste material and whether hazardous volatile compounds were present at the base of the excavation requiring mitigation. Following the completion of this work, Geosyntec understands that the LEA, in consultation with CalRecycle, rejected the City's assessment work associated with the aquatic center on the basis that the assessments were focused only on the footprint of the future aquatic center.



Geosyntec's field team performing a Phase II site assessment at the future aquatic center site, Salt Lake Park, Huntington Park, CA

Geosyntec understands that the City is currently in negotiations with the LEA and CalRecycle regarding the scope of regulatory requirements associated with use of the former municipal landfill as a building site for the future aquatic center. Based on our prior work on behalf of the City at the Salt Lake Park site, Geosyntec

anticipates the issue of understanding the geographical footprint of the landfill is critical to the characterization of the potential geotechnical and environmental concerns for the future aquatic center.

Geosyntec's proposed approach is to engage proactively with project stakeholders to develop a clearly defined scope and schedule of site assessment, monitoring, and/or mitigation measures required for a PCLUP. Geosyntec believes that identifying critical path items between project stakeholders is an important step towards moving this project forward towards its successful completion. Geosyntec's proposed project team has significant experience negotiating with regulatory stakeholders, including both the LEA and CalRecycle

Once the critical path actions have been agreed upon by project stakeholders, Geosyntec anticipates meeting with the City to identify key project milestones and develop a project schedule capturing the timing of project tasks while accounting for the City's approval process and any applicable date restrictions. After an acceptable project schedule has been established, Geosyntec is fully prepared to provide the City with the necessary geotechnical and environmental services to see the project to a successful conclusion, including geophysical surveys and trench excavations to determine the limits of waste (commonly accepted approaches to locating limits of waste). Once limits of waste are determined, additional conversations and strategies can be developed with the City to communicate to the regulatory agencies to arrive at a proposed remedy for the project to move forward, which may involve waste excavation and removal or reconsolidation on-site, deep foundation systems, methane mitigation systems beneath the proposed structures, and/or compliance monitoring systems. Geosyntec has the experience and regulatory knowledge to address each of these issues but will endeavor to work with the City to implement only elements necessary for permitting and safely operating the proposed development.

PROJECT HEALTH & SAFETY

Maintaining the health and safety of project personnel (i.e., employees, subcontractors, and others) is a critical aspect of our services. Our firm has implemented a comprehensive, behavioral-based corporate Health and Safety Program to create a superior safe working environment for our projects. The Geosyntec program focuses on providing a behavioral-based health and safety culture whereby health and safety planning,

3. PROJECT APPROACH

training, critical thinking, stop-work authority, and individual responsibility is involved in all work activities. Our proactive approach is reflected in the widely used health and safety metric called the Workers Compensation Experience Modification Rating (EMR). Geosyntec's current EMR rating is 0.75, well below the national average of 1.0. The superior performance of the Geosyntec Health & Safety program supports not only our employees and subcontractors, but also our clients in implementing their own health and safety programs. We also have a formal online health and safety reporting system that requires subconsultants to maintain a favorable record; where a poor health and safety track record results in a subconsultant's exclusion from teaming opportunities.

Geosyntec has previously prepared a site-specific Health and Safety Plan (HASP) and Task Hazard Assessment (THA) for the future aquatic center site at Salt Lake Park which can serve as a starting point for safety planning for future tasks. Geosyntec recognizes that health and safety planning which incorporates site access control is especially important for the Salt Lake Park site as the park is publicly accessible recreational space used by the community.

TASK AUTHORIZATION APPROACH

Given the dynamic nature of the negotiations between the City and regulatory agencies, Geosyntec understands that the City will provide its selected consultant with work requests for specific tasks in lieu of a predetermined set of project tasks. We recognize that clearly identifying a task's scope, schedule, and budget are all critical components for the successful completion of a task. Geosyntec proposes the following approach providing the City with accurate and responsive task order estimates.

Geosyntec has reviewed the City's Standard Professional Services Agreement included as Attachment 2 of the RFP and can accept those contracting terms without modification.

Geosyntec anticipates that the City will notify Geosyntec's Project Manager of a work request either verbally or in writing. Upon receipt of a task request with the City, Geosyntec's Project Manager will coordinate with the Geosyntec project team to prepare a scope, schedule, and budget estimate for the City. Geosyntec's Project Manager will discuss the scope, schedule, and budgets with the City prior to submitting

a written request for authorization which articulates the scope, schedule, and budget for a given task. This written request for authorization will clearly identify the estimated number of hours to be performed by each staff category, anticipated reimbursement expenses (if any), and subconsultant fees (if any). The budget for each task performed under this proposal will be estimated consistent with the included schedule of fees.

Geosyntec understands that responsiveness is an essential component of providing the City with exceptional professional service. For work tasks not requiring subcontracting, Geosyntec will endeavor to provide the City with a written request for authorization within 5 business days. For work tasks which require coordination with subcontractors, Geosyntec will endeavor to provide the City with a written request for authorization within 10 business days.

Unless the start date of a given task is otherwise specified, Geosyntec will commence work promptly upon receipt of written work authorization of the scope, schedule, and budget estimate.

4. PROPOSED PERSONNEL



**Jeffrey Thompson, Ph.D.,
P.G., C.Hg**
Project Manager &
Environmental Lead



Specialties

Site Investigation, Remedial Design, and Compliance
Regulatory Strategy and Stakeholder Negotiation
Computational Modeling



Education

Ph.D., Geophysics w/ Civil Engineering Minor, California Institute of Technology, 2013
M.S., Geophysics, California Institute of Technology, 2010
B.S., Earth Sciences with Honors, University of Southern California, 2008



Registrations & Certifications

Registered Professional Geologist, State of California PG No. 9432
Certified Hydrogeologist, State of California CHg No. 1084
South Coast Air Basin Dust Control Supervisor (active, exp. 2/2023)

CAREER SUMMARY

Since joining Geosyntec in 2013, Dr. Thompson has focused on helping clients develop a regulatory strategy and negotiate with stakeholders for environmental site characterization and remediation projects. Dr. Thompson has served as senior project manager and client point-of-contact for multiple large-scale site remediation projects at a variety of industrial facilities and over a range of contaminants and media, including volatile organic compounds, landfill gases, wastewater, metals, and light non-aqueous phase liquids. He has served a key role in developing the investigation and remediation strategy to maintain regulatory compliance at these multifaceted remediation sites under Comprehensive Environmental Response, Conservation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA) and California Title 22 regulations. Dr. Thompson has worked directly with regulators and caseworkers from a range of governmental agencies, including the United States Environmental Protection Agency (USEPA), Los Angeles Regional Water Quality Control Board (RWQCB), and California Department of Toxic Substances Control (DTSC). In this capacity, Dr. Thompson has authored and certified more than a dozen technical documents submitted to regulatory agencies for review and approval.

Additionally, Dr. Thompson's experience with computational, statistical, and geospatial modeling, coupled with his understanding of data visualization methods, has helped stakeholders understand and visualize their environmental concerns. Dr. Thompson has designed numerous models evaluating contaminant extent, mobility, degradation or transformation rate, and source characterization.

RELEVANT PROJECT EXPERIENCE

Phase II Site Investigation, Salt Lake Park, Huntington Park, CA. On behalf of the City, Dr. Thompson developed and implemented a Phase II site investigation to evaluate the chemical and physical conditions of subsurface material at the base of excavation as part of the City's aquatic center development project. Dr. Thompson met with City employees and contractors to coordinate investigation design, site access, health and safety planning, and implementation. Dr. Thompson also provided the City's contractor with dust monitoring services as required by AQMD during soil movement.

Investigation Order Negotiation, Former Manufacturing Site, North Hollywood, CA. On behalf of client counsel, Dr. Thompson led negotiations with Los Angeles Regional Water Quality Control Board (RWQCB) regulators regarding the scope of investigation required by the RWQCB under their Section 13267 investigation order. Dr. Thompson worked with counsel to review historical site reports, interview the site manager, and conduct a site walk to identify where chlorinated solvents may have reasonably been used during former site operations. Dr. Thompson summarized the site history and operations to RWQCB regulators to advocate for a focused investigation to clear the site for hypothesized chlorinated solvent impacts. Dr. Thompson also developed cost estimates for multiple investigation scopes and regulatory approaches for client consideration.

4. PROPOSED PERSONNEL

**Jeffrey Thompson, Ph.D., P.G.,
C.Hg**

CONTINUED

Site Assessment and Remedial Investigation, Los Angeles County, CA. On behalf of multiple industrial clients, Dr. Thompson is the senior project manager leading remedial investigation work at a comingled refinery and pipeline petroleum release site in Los Angeles County with residual light non-aqueous phase liquid (LNAPL). He has developed the long-term investigation and remedial strategy for the Site, leading the project through the completion of a data gap assessment, LNAPL conceptual site model development, supplemental site assessment, LNAPL remedy screening, and a human health risk assessment. Dr. Thompson developed and is implementing a multiyear strategy for moving the project from the assessment phase toward regulatory acceptance of passive remedial options for long-term site management.

Resource Conservation and Recovery Act (RCRA) Corrective Action, On-Site Sub-Area, Former Exide Technologies Battery Recycling Facility, Los Angeles County, CA. Dr. Thompson served as Senior Project Manager for the development and completion of a RCRA Facility Investigation and Corrective Measures Study for on-site corrective action associated with metals, pH, and chlorinated solvent impacts. After eight rounds of remedial investigation spanning more than fifteen years, Dr. Thompson worked with client project managers and California Department of Toxic Substances Control (DTSC) regulators to craft a mutual strategy for completion of the investigation phase of the project by 2021. As part of these negotiations, Dr. Thompson planned and implemented approximately \$1.4M of site investigation to address data gaps. Although cut short by client bankruptcy, Dr. Thompson's attention to detail identified program efficiencies which resulted in the work being more than \$200,000 under budget prior to work stoppage.

Groundwater Impacts Assessment, Former Manufacturing Site, Burbank, CA. To support the redevelopment efforts of a former industrial property, Dr. Thompson designed and lead a modeling effort to estimate the potential for chlorinated solvent impacts in the unsaturated zone to impact groundwater beneath the site using the SESOIL modeling software. This vadose zone modeling work helped to inform the selection of remedial options to address vadose zone impacts to ensure the protection of groundwater resources from existing impacts at the Site. This groundwater impacts assessment was incorporated into a site-wide Human Health Risk Assessment.

4. PROPOSED PERSONNEL



Gregory Corcoran, P.E.
Sr. Technical Advisor



Specialties

Litigation Support
Site Investigation and Remediation
Brownfields Redevelopment
Planning, Design, and Construction



Education

M.S., Civil Engineering Drexel University, Philadelphia, Pennsylvania, 1994

B.S., Civil Engineering Drexel University, Philadelphia, Pennsylvania, 1992



Registrations & Certifications

Registered Professional Engineer, State of California No. C58876

General Engineering Contractors License A, State of California No. 766859

Hazardous Substances Removal Contractors License, State of California No. 766859

CAREER SUMMARY

Mr. Greg Corcoran, P.E., Senior Principal Civil Engineer based in California, focuses on the design, construction, and operation of engineered systems for waste containment and site development at locations impacted by the presence of contaminants. Specializing in the design and construction of vapor and methane mitigation systems for development of impacted sites for more than 24 years, Mr. Corcoran has been involved with the design and/or construction of more than 100 structures at contaminant-impacted sites around the world. He continues to advance the state-of-the-practice by developing systems that allow the construction of commercial space on top of closed landfills and other impacted sites and is the co-developer of a patented system designed to prevent migration of subsurface gases into buildings.

Mr. Corcoran's California experience has involved both public and private development projects working through various regulatory frameworks, including CalRecycle, County of Los Angeles County Local Enforcement Agency, South Coast Air Quality Management District, Regional Water Quality Control Board, Department of Toxic Substances Control, County of Los Angeles County Building and Safety, California Department of Conservation Geologic Energy Management Division (CalGEM), among others.

PATENTS

United States Patent No. US 6,706,096 B2 – "Method and System for Protecting Buildings from Subsurface Gases," dated 16 March 2004

RELEVANT PROJECT EXPERIENCE

Elings Park, Engineering Design and Permitting: Elings Park Foundation; Santa Barbara, CA. Engineer of Record for the design and permitting of a landfill gas extraction and treatment system and an engineered alternative final cover system for an eight acre portion of a landfill that is being redeveloped as a regional park.

Municipal Solid Waste Landfill, Development Review, City of Commerce, Commerce, CA. Project Director for the review of a proposed development of an inactive landfill.

Municipal Solid Waste Landfill, Development Review, Confidential Client, Northern CA. Project Director for the review of a proposed development of a closed landfill, including landfill gas collection and treatment system, final cover system, and groundwater remediation systems.

4. PROPOSED PERSONNEL



Yonas Zemuy, P.E.
Geotechnical Lead



Specialties

Geotechnical Engineering
Multi-discipline Project
Management
Environmental Engineering



Education

M.S., Geotechnical Engineering,
University of California, Los Angeles,
2003

B.S., Civil and Environmental
Engineering, University of California,
Los Angeles, 2002



Registrations & Certifications

Registered Professional Engineer,
Civil, California, Number C79713

Registered Professional Engineer,
Civil, Arizona, Number C68702

USACE Construction Quality
Management (CQM) for Contractors
Certification

CAREER SUMMARY

Mr. Yonas Zemuy is a Principal Engineer with over 18 years of experience in geotechnical, waste containment and Civil engineering. His expertise includes extensive experience with landfill cover system (CAP) design, geotechnical design, providing third party review, interpretation of the in-situ subsurface conditions drilling operations, geophysical survey, soil classification, borrow-source evaluations, and laboratory testing results. Mr. Zemuy's experiences include policy development, investigations, design, permitting, operations and maintenance, and construction oversight.

Mr. Zemuy's experience includes providing regulatory support and interaction with the Los Angeles County Local Enforcement Agencies (LEA), the Regional Water Quality Control Board (RWQCB), California Department of Resources Recycling and Recovery (CalRecycle), Californian Geologic Energy Management Division (CalGEM) and other regulatory agencies. His project experience includes redevelopment projects, Methane Zone development, redevelopment on and in the vicinity of abandon oil wells, impacted site redevelopment and strong understanding of the California Code of Regulation applicable to development of former waste disposal facilities. Additionally, Mr. Zemuy's experience includes providing civil and geotechnical engineering support, construction, and construction quality assurance (CQA) services.

RELEVANT PROJECT EXPERIENCE

Edison Park Former Refuse Disposal Station, Huntington Beach, CA. In 2021, the City of Huntington Beach retain Geosyntec services to provide specialized engineering support services for a proposed redevelopment of the existing community park facilities that include sport complex, community center and open field. Mr. Zemuy, as the project manager, was responsible for the preparation of the design/construction drawings, technical specifications, a construction quality assurance plan and interaction with stakeholder which included City of Huntington Beach, LEA and OC Waste & Recycling and for providing permitting support and regulatory interaction.

Los Alamitos Landfill, Los Alamitos Joint Forces Training Base, Orange County, CA. Mr. Zemuy, as the project manager and CQA officer, was the engineer responsible for project coordination, field work and CQA management services. His responsibilities included the performance of water balance analysis, preparation of an Alternative Final Cover Performance Analysis Report to satisfy Title 27 of the California Code of Regulations, to expedite the RWQCB's approval of the project, and minimize landfill construction delays and assisted the client obtain a No-Further Action letter for the site from the RWQCB allowing the potential redevelopment of the site.

Twenty-nine Palms Landfill, Marine Corps Air Ground Combat Center, Twenty-nine Palms, CA. Mr. Zemuy was the technical project manager and project engineer for a full design project for expansion of the landfill. Construction activities at the 29 Palms LF for the expansion project were recently completed.

4. PROPOSED PERSONNEL



**Christopher Conkle, P.E.,
G.E.**
Landfill Redevelopment
Lead



Specialties

Geotechnical Engineering
Landfill Redevelopment



Education

University of California, Berkeley,
M.S., Geotechnical Engineering,
2006

University of California, Berkeley,
B.S., Civil Engineering, 2003



Registrations & Certifications

Registered Professional Engineer
(Civil), State of California, No. C070923

Registered Professional Engineer
(Geotechnical), State of California, No.
GE2926

CAREER SUMMARY

Mr. Conkle is a civil and geotechnical engineer engaged in the practice of geotechnical and landfill related engineering. Mr. Conkle has unique expertise in the design of projects involving the redevelopment of municipal solid waste landfills. He has been involved in the conception of successful redevelopment strategies requiring regulatory approval, while minimizing financial risks to the client. He has significant expertise with the required waste containment system design, permitting, and construction inspection services.

Mr. Conkle has supported attorneys in decision making regarding the potential development of properties containing historic landfills. He has also provided support as a consulting expert in the development strategies and as a testifying expert for resolution of landfill redevelopment related litigation.

RELEVANT PROJECT EXPERIENCE

Confidential Landfill Project, Los Angeles County, CA. Mr. Conkle served as a testifying expert in a matter regarding a municipal solid waste landfill which has been redeveloped as a residential property. Conditions which were considerations in the litigation included site drainage, utility distress, and landfill settlement. Mr. Conkle also served as a lead designer during a parallel effort to develop a plan to mitigate these conditions at the site. Mr. Conkle led the coordination with the local enforcement agency (County of Los Angeles Public Health), CalRecycle and the AQMD during this effort.

Prima Deshecha Landfill, La Pata Avenue Gap Closure, Orange County, CA. Mr. Conkle was the lead geotechnical engineer for the design of this arterial through the Prima Deshecha Landfill Property. Mr. Conkle was responsible for developing the design concepts for the mitigation of anticipated long-term settlements in the landfill portion (WMU2) and developed design drawings for that portion of the work. The ground improvement approach consisted of excavation of over 700,000 cubic yards of municipal solid waste. During construction Mr. Conkle is serving as Geosyntec's project manager for providing construction quality assurance services during construction and conducting agency interface with the local enforcement agency.

Operating Industries, Inc. (OII) Landfill, Monterey Park, CA. Mr. Conkle provided geotechnical engineering design services during construction as part of Geosyntec's design-build team for the closure of the landfill on the North Parcel portion of the OII landfill Superfund site. This closure construction involved significant complexity as the end use of the site will include a redevelopment of the former landfill as a big box retail store. Mr. Conkle was involved in the design of the following project components: landfill gas and leachate conveyance systems, surface water drainage system design, GCL cover system specifications, monocover system slope stability, waste excavation and processing.

4. PROPOSED PERSONNEL



Saverio Siciliano, P.G., C.E.G.

Landfill Engineering &
Permitting Lead



Specialties

Geo-environmental Engineering
Landfill Engineering Design
Regulatory Negotiation



Education

Masters of Science, Civil
(Geotechnical) Engineering,
University of Southern California,
May 1998

Bachelor of Science, Geological
Sciences, University of Ferrara, Italy.
June 1995



Registrations & Certifications

Certified Engineering Geologist,
California CEG No. 2409

Registered Professional Geologist,
California PG No. 8025

CAREER SUMMARY

Saverio Siciliano is a Certified Engineering Geologist and a Professional Geologist in the State of California with over 23 years of experience in geotechnical/geological/environmental engineering and landfill design. He has been the Geosyntec program manager for several repeat contracts with the Counties of Orange (since 2004) and San Bernardino (since 2019) to provide on-call landfill engineering services for their active, inactive and closed landfills.

RELEVANT PROJECT EXPERIENCE

On-call Landfill Engineering Services for OC Waste & Recycling (Orange County), CA. Program manager since 2004 of multiple contracts to provide on-call geo-engineering services to the County's 25 landfills. The multidisciplinary work managed by Saverio Siciliano has included: landfill groundwater monitoring and reporting; regulatory compliance issues and regulatory negotiations; hydrogeologic and hydrologic studies; landfill environmental systems monitoring and reporting; landfill permitting documents; flare testing; perimeter gas monitoring probes network permitting/design/construction quality assurance; perimeter concrete storm drain channel design and preparation of bid documents geotechnical investigations and slope stability studies; landfill system design (liners, covers, drainage structures, access roads, etc.).

On-call Landfill Engineering Services, San Bernardino County, CA. Geosyntec project manager to provide on-call engineering services to the County's landfills. The multidisciplinary work managed by Saverio Siciliano on this project has involved: drainage channel engineering design and construction support; slope stability; structural improvements engineering design and construction support; retaining wall and roadway engineering design and construction support.

4. PROPOSED PERSONNEL



Fabiana Arriaga, Ph.D, P.G.
Landfill Gas Lead



Specialties

Waste Containment
Gas Migration Mitigation
Geotechnical Engineering



Education

Ph.D., Civil Engineering, University of Colorado at Boulder, Boulder, Colorado, 2003

M.S., Civil Engineering, University of Colorado at Boulder, Boulder, Colorado, 1999

B.S., Civil Engineering, Universidad Católica Andrés Bello, Caracas, Venezuela, 1995



Registrations & Certifications

Professional Engineer, State of Arizona, Certificate Number 64048

Professional Engineer (Civil), State of California, Certificate Number C90981

CAREER SUMMARY

Dr. Arriaga has over fifteen years of academic and professional experience in the field of geotechnical engineering including design, permitting and construction quality assurance (CQA) of waste containment facilities, landfill gas collection and control systems and gas mitigation systems for projects ranging from public schools, private academic and cultural developments, commercial and residential developments to municipal and hazardous waste landfills in southern California.

RELEVANT PROJECT EXPERIENCE

Carol Kimmelman Sports and Academic Campus, City of Carson, CA. Methane mitigation engineering services for new recreation uses (i.e., sports and academic campus) on former hazardous waste landfill.

Confidential Institutional Development, Los Angeles, CA. Methane mitigation consulting support for confidential proposed institutional development adjacent to closed municipal solid waste landfill in the Los Angeles area.

Sunshine Canyon Landfill, Sylmar, CA. Methane mitigation system design for maintenance structures adjacent to operational municipal solid waste landfill.

Monterey Park Market Place, City of Monterey Park, CA. Methane mitigations system design, permitting and CQA for retail development adjacent to a Superfund site.

Live Oak Development, Irwindale, CA. Methane mitigations system design, permitting and CQA for commercial development adjacent to a closed inert landfill.

Confidential Cultural Development, Los Angeles, CA. Methane mitigation system design, permitting and CQA for confidential cultural development in downtown Los Angeles within the methane zone.

5. QA/QC

GEOSYNTEC'S QUALITY ASSURANCE AND QUALITY CONTROL PROCEDURES

Geosyntec recognizes that project management and quality assurance and quality control are key elements to a successful project. Geosyntec's Project Manager, Dr. Jeff Thompson, will be responsible for overall project development, management, oversight of work quality, adherence to budget and schedules for each project, and communication with the City of Huntington Park. Dr. Thompson will work with the Project Team to develop a work-breakdown structure and assign the most appropriate team to the task so that task order proposals are responsive, clear, and cost-competitive. Geosyntec is highly proficient in several programs such as Microsoft Project, SharePoint, an internal Project Management Portal, QA/QC systems, and collaboration software tools. Dr. Thompson will identify the team member(s) with the background and expertise that best fits the project scope, including whether subconsultant services are applicable.

Geosyntec recommends that a project kick-off meeting with the City be organized to compile work objectives and expectations when the Geosyntec Team is selected to complete a given task order. Geosyntec will develop a work plan to identify a detailed project approach, determine interim deliverables, and define project milestones. In the kick-off meeting or discussion, Dr. Thompson, or the designated task manager, in conjunction with the City's Project Manager for the project, will develop a communication plan for the specific project. This will cover items including defining the frequency of updates (i.e., weekly, bi-weekly, monthly, etc.) if not already defined, medium for updates (i.e., email, conference calls, in-person meetings, etc.), and coordination channels within our team and with the City.

Geosyntec's policy is that all reports and deliverables are peer and senior reviewed prior to finalization. In addition to reviewing draft and final deliverables, peer reviewers or appropriate technical specialists are consulted at critical stages of the project to provide actionable feedback. We pride ourselves in producing clear and concise reports that make use of appropriate graphics and visual aids as needed to best convey concepts. Geosyntec's technical peer and senior review processes are designed so that project requirements are met and documented. Geosyntec's Project Manager Dr. Thompson will identify the appropriate team members for peer and senior review, including review of work completed by Geosyntec's subcontractors. Mr. Corcoran, Geosyntec's senior technical advisor, is anticipated to provide technical guidance to project team members including in a senior review capacity.

6. REFERENCES

REFERENCE #1	
Client Name	City of Huntington Park
Client PM	Cesar Roldan
Client Title	Interim Director of Community Development
Client Phone	323.584.6274
Contract Type	Subconsultant to City contractor
Contracted Scope of Work	Phase II Investigation to support construction, Salt Lake Park
Geosyntec Lead	Jeff Thompson

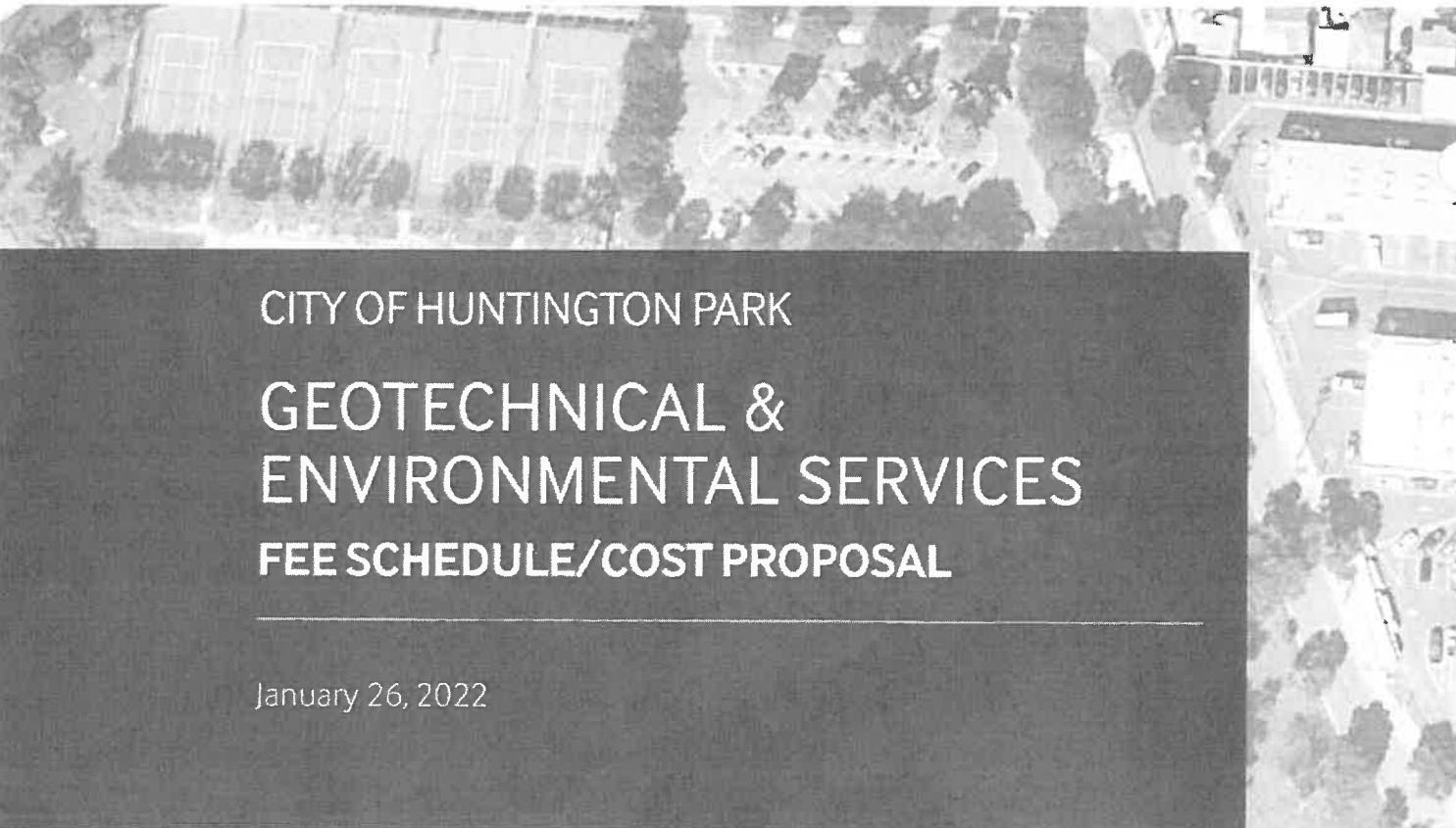
REFERENCE #2	
Client Name	City of Whittier
Client PM	Raul Flore
Client Title	Civil Engineer, Public Works
Client Phone	565.567.9525
Contract Type	Multi-year master service agreement with City
Contracted Scope of Work	On-call engineering and contracting services for landfills and related developments
Geosyntec Lead	Yonas Zemuy

REFERENCE #3	
Client Name	Orange County Waste & Recycling
Client PM	David Tieu
Client Title	Deputy Director
Client Phone	949.551.7102
Contract Type	Master Services Agreement with OCWR
Contracted Scope of Work	On-call landfill services
Geosyntec Lead	Saverio Siciliano

REFERENCE #4	
Client Name	San Bernardino County
Client PM	Chris Saed
Client Title	Project Manager
Client Phone	909.386.8761
Contract Type	Master Services Agreement with County
Contracted Scope of Work	On-call landfill services
Geosyntec Lead	Saverio Siciliano

7. FEE SCHEDULE/COST PROPOSAL

**Per the RFP instructions, Geosyntec's proposed fee schedule/
cost proposal has been provided as a separate submittal.**



CITY OF HUNTINGTON PARK
GEOTECHNICAL &
ENVIRONMENTAL SERVICES
FEE SCHEDULE/COST PROPOSAL

January 26, 2022



Prepared by:

Geosyntec ▶
consultants

Prepared for:

**CITY OF
HUNTINGTON
PARK**

FEESCHEDULE/COST PROPOSAL

Geosyntec
consultants

The following table provides Geosyntec's **2022 hourly rates** for Geosyntec's staff categories to complete the work described in our response to the City of Huntington Park's RFP for Geotechnical & Environmental Services, Bid Number: RFP-CDD-2022-0003.

TITLE	RATE / HOUR 2022 TO 2023
Staff Professional	\$140
Senior Staff Professional	\$164
Professional	\$185
Project Professional	\$208
Senior Professional	\$235
Principal	\$255
Senior Principal	\$275
Technician I	\$77
Technician II	\$82
Sr. Technician I	\$92
Sr. Technician II	\$98
Site Manager I	\$108
Site Manager II	\$118
Construction Manager I	\$130
Construction Manager II	\$142
Sr. Designer	\$178
Designer	\$148
Sr. Drafter/Sr. CADD Operator	\$136
Drafter/CADD Operator/Artist	\$122
Project Administrator	\$78
Clerical	\$60
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Communications Fee (includes mobile/cellular phone usage)	3% of Professional Fees
Specialized Computer Applications (per hour)	\$15
Personal Automobile (per mile)	current IRS rate
Photocopies (per page)	\$0.09

- Subconsultant fees are scope-dependent and will be provided as part of specific task order estimates.
- The above rates are applicable for calendar year 2022. If work under this proposal extends beyond 2022, Geosyntec's rates will be adjusted on an annual basis beginning January 1st of each year based on a minimum of the Producer Price Index for Engineering Services.
- Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
- Construction management fee presented upon request.