

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, March 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@hpcg.gov or Esarmiento@hpcg.gov or by telephone, by calling (323) 584-6297, up to one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record. Below is the virtual link and toll free phone number to participate in the meeting.

JOIN VIRTUALLY AT:

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

OR PARTICIPATE BY PHONE AT:

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

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

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

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

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

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

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. RECOGNITION OF ANIMAL CONTROL OFFICER

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)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. 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 MINUTES

RECOMMENDED THAT CITY COUNCIL:

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

- 1-1. Regular City Council Meeting held February 15, 2022

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

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

END OF CONSENT CALENDAR

REGULAR AGENDA

PARKS AND RECREATION

- 3. RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS DREAMTEAM PROGRAM GRANT FROM THE LOS ANGELES DODGERS FOUNDATION FOR THE 2022 BASEBALL AND SOFTBALL SEASON AT SALT LAKE PARK.**

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-07, Authorizing the acceptance of the Dodgers RBI Grant from the Los Angeles Dodgers Foundation for the 2022 Baseball season at Salt Lake Park; and
2. Authorize the City Manager to execute all related grant documents.

PUBLIC WORKS

- 4. CONSIDERATION AND APPROVAL TO ADOPT AN ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY AS A CONDITION TO RECEIVE STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANTS**

RECOMMENDED THAT THE CITY COUNCIL:

1. Consider adoption of an Environmentally Preferable Purchasing and Practices (EPPP) Policy as a condition to receive State Department of Resources Recycling and Recovery (CalRecycle) grants.
- 5. CONSIDERATION SETTING APRIL 19, 2022 FOR THE ADOPTION OF LOCAL ROADWAY SAFETY PLAN**

RECOMMENDED THAT THE CITY COUNCIL:

1. Set April 19, 2022 to adopt the Local Roadway Safety Plan; and
 2. Authorize staff to post the draft Local Roadway Safety Plan on the City's website and distribute to community stakeholders for comment.
- 6. CONSIDERATION AND APPROVAL TO SOLICIT BIDS FOR THE DESIGN-BUILD OF FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Bid (RFB) from a State of California licensed C-16 - Fire Protection Contractor, per California Code of Regulations, Title 16, Division 8, Article 3 to design, fabricate/manufacture and install a fire protection alarm system at thirteen City facilities.

7. CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21/22

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22.

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, March 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 25th day of February 2022.


Eduardo Sarmiento, City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, February 15, 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 6:03 p.m. on Tuesday, February 1, 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 City Manager Ricardo Reyes

PRESENTATION(S)

1. RECOGNITION OF JOB FAIR CONTRIBUTORS/PARTICIPANTS

PUBLIC COMMENTS

The following members of the public submitted public comments:

1. Farshad Azarnoush
2. Iman Khan

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [02-15-22 Regular City Council Meeting](#))

STAFF RESPONSE

Mayor Otriz thanked community members for providing public comment and asked the City Manager to provide a response to the public comments.

City Manager Reyes deferred to Community Development Director Steve Forster for a response to the public comments.

Community Development Director Forster shared information related to the City's in lieu parking fee for newly constructed projects.

Mayor Ortiz agreed that the in lieu fees can be looked into, but she highlighted that the speakers were referring to residential in that particular area and mentioned it's next to a city parking lot. She added that this street in particular is highly impacted due to issues with parking, because there are condominiums in the front, apartments on the side, a one way street after Saturn, so she is not sure how residential would fit there or meet the parking requirements. She suggested Director Forster reach out to the individuals to explain the effects of this kind of project in that area, and how the concept would be problematic in her opinion.

Director Forster acknowledged the Mayor's comments and shared that he would explain that to the individuals.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [02-15-22 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 6:20 p.m.

1. 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
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
Consideration of initiation in one potential case
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)

Mayor Graciela Ortiz reconvened to open session at 7:51 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, all four (4) items listed on the close session agenda

were discussed. With regard to item one (1) and four (4) Council was briefed, but no final action was taken. In regard to items two (2) and three (3) Council was briefed, direction was provided, and stated she had no additional information to report. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

Prior to the vote Vice Mayor Martinez pointed out an error in the staff report for item two (2) on the consent calendar and asked that it be corrected to reflect Eduardo Sarmiento as the City Clerk not the City Manager.

Mayor Ortiz asked the Council members who initialed the vote if they were ok with a friendly amendment to include the correction to the staff report.

Both Councilmembers agreed to the friendly amendment and included the correction as part of their motion.

MOTION: Councilmember Sanabria moved to approve the consent calendar with the correction to the City Council Meeting minutes of January 18, 2022, 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 February 1, 2022

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

RECOMMENDED THAT CITY COUNCIL:

Adopt Resolution No. 2022-06 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

FINANCE

3. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

4. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE PRELIMINARY ARCHITECTURAL SERVICES

MOTION: Councilmember Sanabria moved to award a professional service agreement (PSA) as it relates to Preliminary Architectural Services for the Salt Lake Park Recreation Building, to Crane Architectural Group as a responsive and responsible proposer for a not-to-exceed amount of \$32,200; and authorize the City Manager to execute the PSA, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

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

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

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

NOES: None

CITY MANAGER

6. CONSIDERATION AND APPROVAL OF AMERICAN RECOVERY PLAN ACT SPENDING PROPOSAL

Prior to the opening of item six (6) Councilmember Macias recused herself from the item.

MOTION: Councilmember Sanabria moved to approve the attached American Recovery Plan Act Spending Proposal; and authorize the City Manager to effectuate the distribution of funds according to the American Recovery Plan Act

Spending Proposal, seconded by Councilmember Avila. Motion carried by unanimous consent with Councilmember Macias being recused from the item.

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

NOES: None

RECUSED: Councilmember Macias

At the conclusion of item six (6) Councilmember Macias rejoined the Council meeting.

7. CONSIDERATION AND APPROVAL OF THE PROPOSED AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR FINANCIAL, CIVIC SERVICES, AND WORKFORCE MANAGEMENT SOFTWARE LICENSES AND IMPLEMENTATION

MOTION: Mayor Ortiz moved to approve the attached Software as a Service Agreement with Tyler Technologies Inc.; and authorize the City manager to negotiate final terms and execute all applicable 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

PUBLIC WORKS

8. CONSIDERATION AND APPROVAL OF THE INSTALLATION OF WATER METERS AT THE PUBLIC WORKS YARD AND CHELSEA CIRCLE PARK

MOTION: Councilmember Sanabria moved to Approve Inframark's two proposals for a total amount of \$33,440 payable from Water Fund Account No. 681-8030-461.56-41 for the installation of water meters at the Public Works Yard and Chelsea Circle Park; and authorize the City Manager to execute all pertinent proposals, seconded by Councilmember Macias. 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 SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)

MOTION: Councilmember Sanabria moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

10. CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2021-02 CPS AND ARS PROJECT

MOTION: Councilmember Sanabria moved to award the construction contract to United Storm Water, Inc. for the fabrication and installation of CIP 2021-02 CPS and ARS Project as the lowest responsive, responsible bidder for an amount of \$258,087.50 payable from Account No. 111-8031-433.76-17; and allow for a 10% contingency in the amount of \$25,808.75 payable from Account No. 111-8031-433.76-17; and appropriate a total of \$158,896.25 from the unspent Measure W funds from fiscal year 2020-21 to Account No. 111-8031-433.76-17; and authorize the City Manager to execute the construction contract agreement and all applicable change orders, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

11. CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE FOR CIP 2018-11 ATP CYCLE IV PROJECT NO. ATPL-5150(014)

MOTION: Councilmember Sanabria moved to Award the preparation of Plans, Specifications, and Estimate for CIP 2018-11 ATP Cycle IV Project No. ATPL-5150(014) to West & Associates, Inc. for a not-to-exceed amount of \$239,500 payable from Account No. 202-8080-431.76-21.; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

12. CONSIDERATION AND APPROVAL TO SOLICIT LABOR COMPLIANCE SERVICES FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21/22

Prior to the opening of item twelve (12) Councilmember Macias recused herself from the item.

MOTION: Councilmember Sanabria moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide labor compliance services for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22, seconded by Councilmember Avila. Motion carried by unanimous consent with Councilmember Macias being recused from the item.

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

NOES: None

RECUSED: Councilmember Macias

At the conclusion of item 12 Councilmember Macias rejoining the Council meeting.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

Community Development Director Steve Forster shared that free COVID-19 testing is still available at Raul Perez Park. He also shared that Huntington Park will be conducting its homeless count beginning February 23, 2022. He closed by sharing that a draft of the first time home buyer program.

Communications Director Sergio Infanzon shared that the latest first time home buyer workshop was a success. He also shared that today a job training workshop on how to build a resume. He added that the next job fair will be held February 24, 2022 from 3:00 p.m. to 5:30 p.m. at Keller Park. He then announced that the City is having a housing workshop regarding tenants' rights on February 22, 2022 from 4:30 p.m. to 6:00 p.m. Director Infanzon then provided a status on the animal clinic request by Councilmember Sanabria. He closed by asking everyone to save the date for the State of the City Address on Saturday March 12, 2022.

Public Works Director Cesar Roldan shared that the Los Angeles County Sanitation District has almost completed its work on Florence and Salt Lake, and provided details of the projects next steps.

City Manager Ricardo Reyes thanked Council for its support on item seven (7) regarding Tylor Technologies and the positive benefits that it will have.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [02-15-22 Regular City Council Meeting](#))

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Council Member Manuel Avila did not provide any comments.

Council Member Marilyn Sanabria thanked staff and gave a special thanks to Sergio for the coordination of the Spay and Neuter clinic. She also thanked Mr.

Council Member Karina Macias thanked staff for their work. She reminded all seniors about the food pantry on February 17, 2022 from 1p.m. to 3 p.m. at the Community Center.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for all their efforts and keeping us safe. He also congratulated the Los Angeles Rams and Ram fans for their Super Bowl Victory.

Mayor Ortiz thanked Community Development Director Steve Forster and Public Works Director Cesar Roldan for taking point on Los Angeles County sanitation issue, and the City Manager for following up. She also thanked the Police Department and all departments for being ready to respond to any unruly Super Bowl celebrations. She closed by sharing information about a large competition among South East city schools "Love Your School Be in School" week and encouraged everyone to thank kids for being in school.

ADJOURNMENT

Mayor Ortiz adjourned the meeting in memory of an energetic business owner and community member Mr. Rene Ray Ramirez at 8:14 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday March 1, 2022 at 6:00 pm

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Eduardo Sarmiento", written over a horizontal line.

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

**City of Huntington Park
Demand Register
WR 3/1/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ACTIVE NETWORK, LLC	1000140443	111-6010-451.74-10	ONLINE REGISTRATION SOFTWARE	11,362.00
ALL CITY MANAGEMENT SERVICES, INC	74821	111-7022-421.56-41	SCHOOL CROSSING GUARD	\$11,362.00
ALVAREZ-GLASMAN & COLVIN	2021-10-20100	111-0220-411.32-70	LEGAL SVCS OCT 2021	7,961.10
	2021-10-20101	111-0220-411.32-70	LEGAL SVCS OCT 2021	\$7,961.10
	2021-10-20102	111-0220-411.32-70	LEGAL SVCS OCT 2021	54,492.58
	2021-10-20103	111-0220-411.32-70	LEGAL SVCS OCT 2021	386.00
	2021-10-20104	111-0220-411.32-70	LEGAL SVCS OCT 2021	17,274.23
	2021-10-20105	111-0220-411.32-70	LEGAL SVCS OCT 2021	2,947.50
			LEGAL SVCS OCT 2021	513.00
			LEGAL SVCS OCT 2021	2,111.54
AMAZON.COM SERVICES, INC.	1CHL-C193-CVY6	111-6010-451.61-25	OFFICE SUPPLIES- PARKS	\$77,724.85
	1HXN-T9C7-WY6M	111-8020-431.61-20	TECHNOLOGY SUPPLIES- PW	606.32
	14TG-JY9R-CXRX	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	292.13
	16HL-XG4V-FYFY	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	74.91
	1739-43HC-Y7MX	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	140.07
	1D3Q-LJX7-7DYQ	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	1,987.01
	1PWR-W7XC-CQ77	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	131.52
	1QMP-C7WQ-4XDM	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	328.80
	1YK-1HVD-1WDB	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	1,366.90
	1YL6-4FX4-7K3H	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	305.83
	1XYG-J7JF-DRJ7	239-6060-490.61-60	CDBG AFTERSCHOOL PROGRAM	628.00
				947.14
ANIMAL FRIENDS PET HOTEL	352586	111-7010-421.61-20	BOARDING & GROOMING K9	\$6,808.63
				76.00
ARROYO BACKGROUND INVESTIGATIONS	2565	111-7010-421.56-41	EMPLOYEE BACKGROUND	\$76.00
				550.00
ARTIFICIAL ICE EVENTS, LLC	52312	111-6010-451.73-10	ICE SKATING RINK	\$550.00
				13,768.88
AT&T	000017715939	111-7010-421.53-10	PD PHONE SERVICE	\$13,768.88
				532.30
AT&T PAYMENT CENTER	12/28-1/27 SVCS	111-7010-421.53-10	PD PHONE SERVICES	\$532.30
	2/7/22-3/7/22	111-9010-419.53-10	CITY WIDE PHONE SERVICES	2,019.99
	2/7/22-3/7/22	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.78
	2/7/22-3/7/22	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.78
	2/7/22-3/7/22	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.78
	2/7/22-3/7/22	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.78
	2/7/22-3/7/22	111-9010-419.53-10	CITY WIDE PHONE SERVICES	102.77
	2/7/22-3/7/22	111-9010-419.53-10	CITY WIDE PHONE SERVICES	198.39
	2/7/22-3/7/22	111-9010-419.53-10	CITY WIDE PHONE SERVICES	82.15
	02042022	121-7040-421.56-14	PD INMATE PHONE SERVICE	137.34
AV NURSERY INC.	116671	535-8090-452.61-20	TREES FOR THE PARK	\$2,675.76
				761.25
BRINKS INCORPORATED	4542509	111-9010-419.33-10	BANK SVCS: TRANSPORTATION	\$761.25
				290.43

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BRINKS INCORPORATED	4542510	111-9010-419.33-10	BANK SVCS: MONEY PROCESS	56.80
				\$347.23
CALIFORNIA DEPARTMENT OF TAX AND	12312021	741-8060-431.42-05	UNDERGROUND STORAGE TANK	1,322.00
	12312021	741-8060-431.43-20	UNDERGROUND STORAGE TANK	521.14
				\$1,843.14
CALIFORNIA PARK&RECREATION SOCIETY	12172021	111-6010-451.59-15	CPRS MEMBERSHIP	165.00
				\$165.00
CENTRAL FORD	384968	219-8085-431.43-21	STEERING SHOCK-SHUTTLES	118.67
	384993	219-8085-431.43-21	STEERING SHOCK-SHUTTLES	59.34
	384999	219-8085-431.43-21	STEERING SHOCK SHUTTLE 04	456.04
	384937	741-8060-431.43-20	HUB BEARING NUTS	38.81
	384949	741-8060-431.43-20	IGNITION SWITCH PD UNIT	70.24
	384989	741-8060-431.43-20	CORE FOR UNIT 349	235.74
	385017	741-8060-431.43-20	SWITCH FOR UNIT 918	51.48
	385040	741-8060-431.43-20	A/C ACCUMULATOR	139.51
	385075	741-8060-431.43-20	SEAT BELT REPAIR	362.23
	385116	741-8060-431.43-20	DOOR LOCK SWITCH	36.87
	385152	741-8060-431.43-20	TRANSMISSION MOUNT-PD	38.08
	385248	741-8060-431.43-20	WATER PUMP	141.27
	385258	741-8060-431.43-20	BODY WEATHERSEALS	345.18
	385274	741-8060-431.43-20	COOLANT RADIATOR HOSE	207.58
	385303	741-8060-431.43-20	A/C COMPRESSOR	415.34
	385310	741-8060-431.43-20	POWER STEERING PD UNIT	420.60
	385333	741-8060-431.43-20	REAR BRAKES FOR PD UNITS	206.14
	385399	741-8060-431.43-20	TIMING COVER SEAL	17.79
	385464	741-8060-431.43-20	RUBBER INSULATOR PD UNIT	68.22
	385480	741-8060-431.43-20	A/C PRESSURE HOSE LINE	218.74
	385570	741-8060-431.43-20	DIFFERENCIAL OIL PD UNIT	104.38
	385578	741-8060-431.43-20	LOWER CONTROL ARM BOLTS	51.55
				\$3,793.80
CHARTER COMMUNICATIONS	106964801020122	111-7010-421.53-10	PD ICI SYSTEM	696.86
	217-3/6 SVCS	111-7010-421.53-10	PD INTERNET	1,650.00
	212-3/1 SVCS	111-9010-419.53-10	CITY HALL INTERNET	1,999.00
	0389644013122	121-7040-421.56-14	PD TV SERVICES	295.13
				\$4,640.99
CINTAS CORPORATION NO 3	4109189268	741-8060-431.56-41	UNIFORM DRY CLEANING	358.89
	4109868300	741-8060-431.56-41	UNIFORM DRY CLEANING	358.89
	4110559375	741-8060-431.56-41	UNIFORM DRY CLEANING	343.83
				\$1,061.61
CITY AND COUNTY ENGINEERS ASSOC.	02012022	111-8020-431.64-00	2022 ANNUAL DUES FOR CCEA	50.00
				\$50.00
CLINICAL LAB OF SAN BERNARDINO, INC	2200260	681-8030-461.56-41	WATER QUALITY TESTING	262.25
				\$262.25
COMMUNITY VETERINARY HOSPITAL	353798	111-7010-421.61-20	MEDICAL SVCS FOR K9	187.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COMMUNITY VETERINARY HOSPITAL	459668	111-7010-421.61-20	MEDICAL SVCS FOR K9	745.50
CONCENTRA MEDICAL CENTERS	74122468	111-2030-413.56-41	EMPLOYEES PHYSICAL BUNDLE	\$932.50
CONTRERAS GARDEN SUPPLY	02032022	741-8060-431.43-20	GARDENING SUPPLIES	\$1,151.00
CR&R INCORPORATED	000113485	111-8027-431.56-59	WATER & RECYCLING SVCS	\$295.00
DATA PROSE, INC.	DP2200311	681-3022-415.53-20	WATER BILLS & POSTAGE	\$16,680.00
	DP2200311	681-3022-415.56-41	WATER BILLS & POSTAGE	\$1,948.41
DELTA DENTAL	BE004815766	111-0000-217.50-20	DELTA CARE MONTH BENEFITS	\$2,899.04
DELTA DENTAL INSURANCE COMPANY	BE004813380	111-0000-217.50-20	DELTA CARE MONTH BENEFITS	\$8,593.25
DEPARTMENT OF JUSTICE	559584	111-7030-421.56-41	FINGERPRINT APPS	\$2,173.22
DEPARTMENT OF WATER AND POWER	LCW68	152-6010-451.73-10	INSTLL ANTI-CLIMBING EQUIP	\$432.00
DOOLEY ENTERPRISES, INC.	62232	225-7120-421.74-10	DEPARTMENT AMMUNITION	\$14,000.00
	62233	225-7120-421.74-10	DEPARTMENT AMMUNITION	\$39.58
DUNN EDWARDS CORPORATION	2009331253	111-8095-431.61-50	PAINT FOR GRAFFITI	\$1,315.63
	2009334552	111-8095-431.61-50	PAINT FOR GRAFFITI	\$2,255.21
EMPLOYMENT DEVELOPMENT DEPT.	L0908045584	111-9017-413.52-90	UNEMPLOYMENT INSURANCE CHARGE	154.86
ESTELA RAMIREZ	01312022	111-6060-466.33-20	AEROBIC BODY INSTRUCTOR	\$1,057.16
EXPRESS TRANSPORTATION SERVICES LLC	HP02012022	111-0000-362.20-15	HP EXPRESS PROPERTY LEASE	2,037.00
	HP02012022	111-0000-362.20-15	HP EXPRESS VEHICLE LEASE	\$2,037.00
	HP02012022	219-0000-340.30-00	HP EXPRESS FARES	252.00
	HP02012022	219-8085-431.56-43	HP EXPRESS JAN 2021	\$252.00
	DAR02012022	219-8085-431.56-45	DIAL A RIDE SVCS FEB 2022	
	HP02012022	220-8085-431.56-43	HP EXPRESS JAN 2021	
	HP02012022	222-8010-431.56-43	HP EXPRESS JAN 2021	33,778.13
FEDEX	7482-25571	111-7010-421.61-20	SHIPPING CHARGES	33,778.13
FERGUSON ENTERPRISES INC	0974379	111-8022-419.43-10	HAND TORCH	\$168,108.73
	1018045	111-8022-419.43-10	TOILET REPAIR-COURTHOUSE	8.52
GATEWAY URGENT CARE CENTER	16480	111-2030-413.56-41	TREADMILL STRESS TEST	\$8.52
				\$508.81
				\$200.00
				\$200.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GLOBALSTAR USA	000000026440257	111-7010-421.53-10	PD PHONE SERVICE CHARGE	537.44
				\$537.44
GLORIA'S RESTAURANT, INC.	12152021	239-0280-490.51-03	SENIOR MEAL PROGRAM	14,500.00
				\$14,500.00
GRAINGER	9201255453	741-8060-431.43-20	BATTERY CHARGER	1,211.90
	9204123542	741-8060-431.43-20	AUTOMOTIVE CIRCUIT	196.80
	9209081893	741-8060-431.43-20	EXTENSION CORD	191.37
				\$1,600.07
HASA, INC.	794477	681-8030-461.41-00	SODIUM HYPOCLORITE WELLS	165.42
	794478	681-8030-461.41-00	SODIUM HYPOCLORITE WELLS	154.20
	797712	681-8030-461.41-00	SODIUM HYPOCLORITE WELLS	230.27
	797714	681-8030-461.41-00	SODIUM HYPOCLORITE WELLS	102.11
	797725	681-8030-461.41-00	SODIUM HYPOCLORITE WELLS	204.23
				\$856.23
HDL COREN & CONE	SIN014371	111-9010-419.56-41	PROPERTY TAX JAN-MARCH	2,085.85
				\$2,085.85
HERNANDEZ SIGNS, INC.	4413	111-6010-451.61-20	SNEEZE GAURDS	276.63
	5153	111-8022-419.43-10	SNEEZ GUARDS-COUNCIL	5,457.38
				\$5,733.01
HOME DEPOT - PUBLIC WORKS	1370447	111-8020-431.43-10	MATERIALS FOR SKATE RINK	1,399.97
	1370448	111-8020-431.43-10	MATERIALS FOR SKATE RINK	95.81
	1034595	111-8022-419.43-10	SUPPLIES FOR COURTHOUSE	138.53
	1064648	111-8022-419.43-10	CUTTING BLADE-COURTHOUSE	16.50
	2380123	111-8022-419.43-10	LAMPS FOR COURTHOUSE	387.10
	2522878	111-8022-419.43-10	SUPPLIES FOR COURTHOUSE	98.45
	5511595	111-8022-419.43-10	LAMPS FOR COURTHOUSE	493.13
	7270335	111-8022-419.43-10	LAMP FOR COURTHOUSE	357.54
	3370496	111-8024-421.43-10	PD DOUPLE DOOR REPAIR	10.50
	5063152	111-8095-431.61-50	SPARY PAINT FOR GRAFFITI	245.28
				\$3,242.81
ICRMA	02172022	745-9031-413.52-30	SETTLE LIABILITY CLAIM	80,099.80
				\$80,099.80
INFRASTRUCTURE ENGINEERS	26623	221-8010-431.76-12	DESIGN & CONSTRUCTION SVCS	5,355.20
	26622	222-8010-431.76-06	PROJECT FOR SLAUSON AVE	9,718.80
				\$15,074.00
INTEGRITY WASTE ENVIRON CONSULTANTS	3	111-8027-431.56-41	SOLID WASTE AUDITING SVCS	6,926.25
				\$6,926.25
J316 BUILDER	2	111-7024-421.56-41	JANITORIAL SVCS JAN 2022	3,700.84
	520-1	111-7024-421.56-41	SUPPLIES FOR JANITORIAL	698.45
	2	111-8020-431.56-41	JANITORIAL SVCS JAN 2022	1,440.58
	520-1	111-8020-431.56-41	SUPPLIES FOR JANITORIAL	419.07
	2	111-8022-419.56-41	JANITORIAL SVCS JAN 2022	4,305.23
	520-1	111-8022-419.56-41	SUPPLIES FOR JANITORIAL	931.27
	2	111-8023-451.56-41	JANITORIAL SVCS JAN 2022	11,472.56

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
J316 BUILDER	520-1	111-8023-451.56-41	SUPPLIES FOR JANITORIAL	2,607.54
JDS TANK TESTING & REPAIR INC	16887	741-8060-431.43-20	DESIGNATED OPERATOR JAN	\$25,575.54
JERRY'S AUTO BODY, INC.	32431	741-8060-431.43-20	REPAIR UNIT 904	\$135.00
JOSE PEREZ	24736	111-0000-321.10-00	BUSINESS LICENSE FEE	\$135.00
JTB SUPPLY COMPANY INC	109964	221-8012-429.61-20	CONTRACTURAL SVCS	\$1,594.59
	109964	221-8014-429.61-20	TRAFFIC SIGNAL CAMERAS	\$256.89
KAJIWARA COMMUNICATIONS	HP0011	111-9010-419.56-41	CONSULTING SERVICES JAN	475.00
L.E.A.P.S. PX	432	111-7010-421.59-30	BASIC ACADEMY EQUIPMENT	2,221.00
LEGAL SHIELD	0143713	111-0000-217.60-50	IDENTITY THEFT PROTECTION	\$2,696.00
LOLY'S BRIDAL	21121-19828	681-0000-228.70-00	WATER DEPOSIT REFUND	7,983.75
MAUREEN KANE & ASSOCIATES, INC.	0752	111-1070-411.59-15	DEVELOPMENT COURSE	\$321.06
MERRIMAC ENERGY GROUP	2217183	741-8060-431.62-30	FUEL PURCHASE	28.90
MINAGAR & ASSOCIATES, INC	900	222-8070-431.56-41	ENGINEERING SVCS	\$28.90
NATIONAL TRAINING CONCEPTS, INC.	22-028	111-7010-421.59-20	TRAINING REGISTRATION	\$200.00
NATIONWIDE ENVIRONMENTAL SERVICES	32102	111-8031-433.56-41	STREET SWEEPING SVCS	\$200.00
	32103	220-8070-431.56-41	BUS STOP MAINT. SVCS	\$630.00
	32102	221-8010-431.56-41	STREET SWEEPING SVCS	\$3,032.00
NEW CHIEF FASHION INC.	1024176	111-7030-421.61-20	EMPLOYEE UNIFORM	18,795.50
NICK ALEXANDER RESTORATION	3934	741-8060-431.43-20	REPAIR UNIT 349	49,625.96
	3935	741-8060-431.43-20	DRIVERS SEAT REPAIR	\$71,453.46
	3944	741-8060-431.43-20	DRIVER SEAT REPAIR	110.23
NORTH STAR LAND CARE	1601-255	535-8090-452.56-60	TREE TRIMMING SVCS	\$110.23
	1601-279	535-8090-452.56-60	TREE MAINTENENCE	365.37
O'REILLY AUTO PARTS	2959-103852	741-8060-431.43-20	TAILGATE HANDLE COVER	365.37
	2959-103863	741-8060-431.43-20	BRAKE UNITS FOR ALL UNITS	365.37
	2959-104298	741-8060-431.43-20	TAIL GATE HANDLE	425.00
	2959-106375	741-8060-431.43-20	RADIATOR	\$1,155.74
				\$111,547.00
				21.61
				126.74
				42.14
				174.14

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-106443	741-8060-431.43-20	CIRCUIT BRAKER	36.37
	2959-106756	741-8060-431.43-20	REAR BRAKES-PD UNITS	208.33
	2959-106759	741-8060-431.43-20	REAR BRAKES	156.60
	2959-106858	741-8060-431.43-20	SHOP SUPPLIES	27.52
	2959-107010	741-8060-431.43-20	A/C HOSE PD UNIT 349	122.13
	2959-107216	741-8060-431.43-20	MULTIPLE VEHICLE ITEMS	282.21
	5655-282729	741-8060-431.43-20	COOL TAPE RETURN	-44.08
	5655-283026	741-8060-431.43-20	BATTERY FOR MULTIPLE UNITS	290.79
	5655-283058	741-8060-431.43-20	BRAKE ROTOR	355.27
	5655-283807	741-8060-431.43-20	ELECTRICAL TAPE	88.14
	5655-283844	741-8060-431.43-20	BREAK PADS PD UNIT 349	163.60
	5655-283906	741-8060-431.43-20	SHOP SUPPLIES	30.93
	5655-283909	741-8060-431.43-20	CONCRETE CUTTING MACHINE	11.88
	5655-283946	741-8060-431.43-20	PART FOR PD UNIT 915	71.56
	5655-283975	741-8060-431.43-20	SUSPENSION LINK	115.81
	5655-284470	741-8060-431.43-20	FRONT BRAKE PADS	177.28
	5655-284472	741-8060-431.43-20	OIL - PD UNITS & SHUTTLES	86.23
				\$2,545.20
PENSKE CHEVROLET	269895	741-8060-431.43-20	MIRROR REPAIR UNIT 347	61.52
				\$61.52
PURCHASE POWER	02112022	111-7040-421.56-41	POSTAGE FEES	562.28
				\$562.28
SONSRAY MACHINERY, LLC	PSO007426-1	741-8060-431.43-20	PARTS FOR REPAIR UNIT 412	1,956.53
	PSO008392-1	741-8060-431.43-20	PARTS FOR REPAIR UNIT 411	1,222.28
				\$3,178.81
SOUTHERN CALIFORNIA EDISON	1/6-2/3	111-7024-421.62-10	ELECTRICAL SVCS- 6542 MILES AVE	5,789.97
	1/5-2/2	111-8010-415.62-10	ELECTRICAL SVCS- CITY PARKING LOTS	296.67
	02042022	221-8014-429.62-10	ELECTRICAL SVCS- 55 ST PACIFIC BLVD	60.97
	02032022	535-8016-431.62-10	ELECTRICAL SVCS- 6621 WILSON AVE	65.95
				\$6,213.56
SPARKLETT'S	19438227020922	111-7010-421.56-41	WATER DELIVERY PD	532.46
				\$532.46
SPRINT SOLUTIONS, INC	1/9-2/8 SVCS	111-6010-451.56-41	WALKIE TALKIE SVCS - PARKS	298.34
				\$298.34
STANDARD INSURANCE COMPANY	003789170002	111-0000-217.50-70	STANDARD ADDITIONAL LIFE INSURANCE	1,206.08
				\$1,206.08
STAR2STAR COMMUNICATIONS LLC	SUBC00007925	111-9010-419.53-10	VOIP SERVICES	10,657.15
				\$10,657.15
SUPERION, LLC	344518	111-9010-419.33-10	FINANCIAL SYSTEM PAYMENT	12,888.20
				\$12,888.20
SUPERIOR COURT OF CALIFORNIA	02072022	111-7010-415.56-10	CITATION SURCHARGE-JAN	21,810.29
				\$21,810.29
T-MOBILE USA	12/21-1/20	111-0110-411.53-10	PHONE CHARGES - COUNCIL	193.45

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
T-MOBILE USA	12/21-1/20	111-0210-413.53-10	PHONE CHARGES - ADMIN	128.20
	12/21-1/20	111-1010-411.53-10	PHONE CHARGES - FINANCE	38.69
	12/21-1/20	111-3010-415.53-10	PHONE CHARGES - CITY CLERK	28.55
	02132022	111-5055-419.53-10	CE PHONES SVCS	456.80
	02132022	111-6010-451.56-41	MOBILE SERVICES FOR PARKS	298.56
	01212022	111-8010-431.53-10	PHONE CHARGES - PW	773.80
	01212022	111-8095-431.53-10	PHONE CHARGES - PW	208.08
	01212022	681-8030-461.53-10	PHONE CHARGES - PW	154.76
				\$2,280.89
THORSON MOTOR CENTER	433105	741-8060-431.43-20	DOOR REFLECTOR	29.78
	433106	741-8060-431.43-20	COOLANT RESERVOIR	301.58
THREE GS PLUMBING				\$331.36
	22413	111-8022-419.43-10	MAIN LINE SEWER REPAIR	975.00
	22414	111-8022-419.43-10	REPAIR LEAK IN COURTHOUSE	1,002.38
UNITED INDUSTRIES				\$1,977.38
	220316	111-8010-431.61-20	GLOVES-PW	195.60
WATER REPLENISHMENT DISTRICT OF				\$195.60
	12312021	681-8030-461.41-00	GROUNDWATER PRODUCTION	88,346.62
WAUSAU TILE, INC.				\$88,346.62
	637957	111-8010-431.61-20	TRASH LINER REPLACEMENTS	946.91
	637957	285-8050-432.61-20	TRASH LINER REPLACEMENTS	1,004.55
WEST GOVERNMENT SERVICES				\$1,951.46
	845806556	111-7030-421.56-41	ONLINE SOFTWARE SUBSCRIP.	779.74
	845890076	111-7030-421.56-41	ONLINE SOFTWARE SUBSCRIP.	71.59
WESTERN EXTERMINATOR COMPANY				\$851.33
	38863C	111-7024-421.56-41	EXTERMINATOR SVCS JAN 22	53.50
	38863C	111-8020-431.56-41	EXTERMINATOR SVCS JAN 22	73.60
	38863C	111-8022-419.56-41	EXTERMINATOR SVCS JAN 22	53.45
	38863C	111-8023-451.56-41	EXTERMINATOR SVCS JAN 22	377.35
	38863C	535-8090-452.43-20	EXTERMINATOR SVCS JAN 22	139.50
				\$697.40
WEX BANK	78283869	741-8060-431.62-30	FUEL PURCHASE FOR DEPT. VEHICLE	323.55
				\$323.55
				\$903,363.71

ITEM NO. 3



CITY OF HUNTINGTON PARK
Parks and Recreation Department
City Council Agenda Report

March 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:

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS
DREAMTEAM PROGRAM GRANT FROM THE LOS ANGELES DODGERS
FOUNDATION FOR THE 2022 BASEBALL AND SOFTBALL SEASON AT SALT
LAKE PARK.**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-07, Authorizing the acceptance of the Dodgers RBI Grant from the Los Angeles Dodgers Foundation for the 2022 Baseball season at Salt Lake Park; and
2. Authorize the City Manager to execute all related grant documents.

BACKGROUND

The Dodgers Dreamteam Program, (Formerly the RBI Program) is a baseball and softball youth development program of the Los Angeles Dodgers Foundation (LADF) that aims to: increase participation in the sport and use it as an engagement tool to increase access to education, literacy, health, wellness and recreational resources in underserved communities. The Dodgers Dreamteam program utilizes a bigger than baseball approach and focuses on youth development as it engages communities and families in programming. The resources provided as part of the grant include: uniform jerseys, pants, socks, hats, practice t-shirts, gloves, bats, tees, catcher's gear, baseballs, softballs, workshops, skills training, financial assistance to offset umpire and field maintenance costs, financial assistance to offset staffing of a Dreamteam Coordinator to focus on this grant, an online registration tool, marketing materials, support from LADF and access to education and health resources for the youth and their families. This is an "Invitation Only" grant and fortunately, it will be the third year that we are invited to apply and receive this grant.

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS
DREAMTEAM PROGRAM GRANT FROM THE LOS ANGELES DODGERS
FOUNDATION FOR THE 2022 BASEBALL AND SOFTBALL SEASON AT SALT
LAKE PARK.**

March 1, 2022

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FISCAL IMPACT/FINANCING

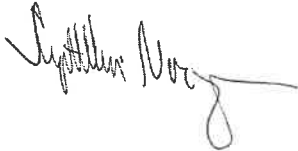
There is no fiscal impact. It will be the responsibility of the Parks and Recreation Department to ensure that all data is submitted and grant requirements are fulfilled.

CONCLUSION

Upon City Council approval of the recommended actions, staff will proceed with implementation of the grant and program.

Respectfully submitted,

RICARDO REYES
Interim City Manager

A handwritten signature in black ink, appearing to read 'Cynthia Norzagaray', with a long horizontal stroke extending to the right.

CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

- A. Resolution No. 2022-07, authorizing the acceptance of the Dodgers Dreamteam Grant from the Los Angeles Dodgers Foundation for the 2022 baseball and softball season at Salt Lake Park.

ATTACHMENT "A"

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WHEREAS, the City of Huntington Park is eligible to apply and receive funding for certain recreation programs;

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AS FOLLOWS:

SECTION 2. The City Manager of the City of Huntington Park is authorized to accept the Grant awarded to the City by the Los Angeles Dodgers Foundation and the Dodgers Dreamteam Program.

SECTION 4. The City Manager of the City of Huntington Park is authorized to execute all documents, including contracts, subcontracts, funding agreements, agreement extensions, renewals, and/or amendments required by the Dodgers Dreamteam Program and the Los Angeles Dodgers Foundation to implement the program for the 2022 baseball and softball season at Salt Lake Park, in a form acceptable to the City Attorney. In addition, the City Manager may direct City staff as deemed necessary to implement the grant successfully and in a timely manner per grant requirements.

PASSED, APPROVED, AND ADOPTED this 1st day of March 2022.

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Graciela Ortiz, Mayor

ATTEST:

Eduardo Sarmiento
City Clerk

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 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 ADOPT AN ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY AS A CONDITION TO RECEIVE STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANTS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Consider adoption of an Environmentally Preferable Purchasing and Practices (EPPP) Policy as a condition to receive State Department of Resources Recycling and Recovery (CalRecycle) grants.

BACKGROUND

At the January 18, 2022 City Council meeting, the City Council authorized staff to submit the Legacy Disposal Site Abatement Partial Grant Program and the SB 1383 Local Assistance Grant Program FY 2021-22 to CalRecycle. All CalRecycle grant applicants are required to have in place an adopted and implemented Environmentally Preferable Purchasing and Practices (EPPP) Policy. The due date to submit the EPPP is March 8, 2022.

The policy must address both environmental preferable purchasing and practices. The goal is to purchase green products and make a good faith effort to recycle when applicable. One aspect of EPPP is buying products with recycled content. Less energy is typically required to make a product with recycled content, even when transportation is considered, so buying products with recycled content offers greater environmental benefits as compared to products made from raw materials. Also, buying products that are reusable or recyclable extends the use of the materials they contain and contributes to a truly cyclical and sustainable materials flow.

Some additional practices that CalRecycle encourages organizations to include in their EPPP Policies include:

- Buildings and Grounds

CONSIDERATION AND APPROVAL TO ADOPT AN ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY AS A CONDITION TO RECEIVE STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANTS

March 1, 2022

Page 2 of 3

- All building and renovations follow the green building practices for design, construction and operation, where appropriate, as described in the Leadership in Energy and Environmental Design Green Building Rating System
- Continual Improvement
 - Training is provided to new and existing employees.
 - Organization regularly evaluates and/or improves implementation of EPPP policy.

LEGAL REQUIREMENT

California, Public Contract Code section 12200:

This policy states a commitment to reducing solid waste, to promote reuse and recycling, and to support business development in California. State agencies are instructed, with the assistance of the State Agency Buy Recycled Campaign (SABRC), to purchase recycled and remanufactured products. The 11 product categories outlined in SABRC are anti-freeze, compost, glass, oils, paint, paper, plastic, printing paper, metal, tires, and tire-derived products.

Environmentally Preferable Purchasing is the procurement of goods and services that have a reduced impact on human health and the environment as compared to other goods and services serving the same purpose (Public Contract Code §12400-12404).

FISCAL IMPACT

A 500/ream of 100% recycled paper costs \$10.99. A 500/ream of 50% recycled paper costs \$15.09. A 500/ream of 30% recycled paper costs \$9.39. Multipurpose paper (non-recycle) costs \$6.99. The fiscal impact associated with this adoption may cost the City an additional 20% and 30% when purchasing recycled paper and other recycled products.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



**CONSIDERATION AND APPROVAL TO ADOPT AN ENVIRONMENTALLY
PREFERABLE PURCHASING AND PRACTICES POLICY AS A CONDITION TO
RECEIVE STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
GRANTS**

March 1, 2022

Page 3 of 3

CESAR ROLDAN

Director of Public Works

ATTACHMENT(S):

A. Draft EPPP Policy

ATTACHMENT "A"

Title:

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (GREEN PURCHASING)

Approved By: City Council meeting of 3/1/22

Effective Date: March 1, 2022

Page No. 1 of 7

Purpose

The City of Huntington Park (City) is a consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources. The purpose of this document is to establish the framework for establishing an environmentally based purchasing program for the City.

Board Policy

On March 1, 2022, the City Council adopted a Citywide Environmentally Preferable Purchasing and Practices (EPPP) Policy instructing all departments to implement the Policy for energy conservation and environmental stewardship. To implement the City's "green" initiatives, County departments will be tasked to:

- Institute practices that reduce waste by increasing product efficiency and effectiveness;
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and
- Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.

To meet the City Council's policy objectives, we must develop and implement procedures for the procurement of environmentally preferable (or "green") and energy efficient products and services.

Purchasing objectives will include acquisitions that:

- Conserve natural resources;
- Minimize environmental impacts such as pollution and use of water and energy;
- Eliminate or reduce toxics that create hazards to workers and our community;
- Support strong recycling markets;
- Reduce materials that are put into landfills;
- Increase the use and availability of environmentally preferable products that protect the environment;
- Encourage manufacturers and vendors to reduce environmental impacts in their production and distribution systems; and
- Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

Title:

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (GREEN PURCHASING)

Effective Date: March 1, 2022

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The City's Finance Department will have overall responsibility for the purchasing of recycled paper and applicable supplies, though other Departments will share in the responsibility to ensure compliance with the policy. Public Works will establish appropriate standards for green purchasing, assessing cost effectiveness and making recommendations related to acquisition strategies and maintaining data and issuing reports related to the City's progress in environmental purchasing. These areas are further detailed in the attached procedures.

PURCHASING PROCEDURES AND STANDARDS

Defining Environmentally Preferable Products

All products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial supplies, construction, landscaping, miscellaneous, and non-paper office products, shall contain the highest post-consumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.

In general, environmentally preferable products and services are those that would have a reduced effect on human health and the environment when compared with competing products and services. More specifically, this comparison would include consideration of all phases of the product's life cycle, including raw materials acquisition, production, manufacturing, packaging, distribution, operation, maintenance and disposal, including potential for reuse or ability to be recycled.

In practice, the objective is to purchase products that have reduced environmental impact because of the way they are made, used, transported, stored, packaged and disposed of. The objective is to look for products that do not harm human health, are less polluting and that minimize waste, maximize use of bio-based or recycled materials, conserve energy and water, and reduce the consumption or disposal of hazardous materials. When determining whether a product is environmentally preferable, the following standards should be considered:

✓ Biobased	✓ Made from renewable materials
✓ Biodegradable	✓ Compostable
✓ Carcinogen-free	✓ Low toxicity
✓ Bioaccumulative toxic (PBT)-free	✓ Recycled content, Reusable
✓ Chlorofluorocarbon (CFC)-free	✓ Reduced packaging, Refurbished
✓ Heavy metal free (i.e., no lead, mercury, cadmium)	✓ Reduced greenhouse gas emission
✓ Low volatile organic compound (VOC) content	✓ Energy, Resource and Water efficient

Title:

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (GREEN PURCHASING)

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Purchasing Environmentally Preferable Products

Purchasing Responsibilities – General

In coordination with the City's Finance Department:

- Working with other governmental purchasing groups and agencies, such as U.S. Communities, NACO and CSAC to determine appropriate standards for green purchasing.
- Assigning staff to evaluate various green products and to provide guidance and assistance to City departments.
- Developing and implementing a 5-year plan to phase in various categories of purchased goods under the green program umbrella. Relative easy to implement items (e.g., paper, cleaning supplies, etc.) will be implemented very early in the program.
- Heading up teams to evaluate various types of products where the cost differential is great and/or the products are not considered good substitutes.
- Assessing and making recommendations on the use of price preferences.
- Maintaining data and issuing reports related to the City's progress in environmental purchasing.
- Establishing central purchasing agreements with a catalogue of environmentally friendly and energy efficient products and to modify our existing agreement data bases for the easy identification of green products.

In establishing citywide commodity agreements, the City will specify the requirement for environmentally preferable products where applicable, and will evaluate product alternatives where appropriate. This evaluation would include: consideration of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime of a product(s) as compared to other alternatives.

In the evaluation and/or award process:

- ✓ Products that are durable, long lasting, reusable or refillable will be preferred whenever feasible.
- ✓ Wherever possible, suppliers of electronic equipment, including but not limited to computers, monitors, printers, and copiers, shall be requested to take back equipment for reuse or environmentally safe recycling when the City discards or replaces such equipment; and
- ✓ All suppliers shall be required, where applicable, to use and recycle packaging material used for product delivery.

Title:

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (GREEN PURCHASING)

Effective Date: March 1, 2022

Page No. 4 of 7

City Department Responsibility – General

Under the delegated authority of the Finance Department, departmental buyers are responsible to evaluate short-term and long-term costs in comparing product alternatives. Departments shall be required to:

1. Purchase Recycled-Content Bond Paper.
2. Purchase Energy Efficient products in order to conserve electrical power, reduce peak power consumption, lower energy costs, provide market leadership and support energy-efficient purchasing.
3. Review and use “green” product alternatives.

Remanufactured Products

The City shall purchase re-manufactured products such as laser toner cartridges, furniture, and equipment whenever practicable, but without reducing safety, quality or effectiveness.

Energy and Water Conserving Equipment

Where applicable, energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.

When practicable, the City shall replace inefficient lighting with energy efficient equipment.

Energy Star®

Energy Star is a labeling program derived from a partnership between the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). All products displaying the Energy Star label meet Federal Energy Management Program (FEMP) standards. Typically, this means that labeled products are in the top 25 percent of all similar products when ranked by energy efficiency, and use 25 to 50 percent less energy than their traditional counterparts.

Solicitation for Equipment or Products

Wherever practicable, when equipment or product purchases where FEMP recommended standards or Energy Star labeled products are available, City departments are expected to include an Energy-efficiency requirement component to their solicitation to purchase those products that meet the recommended standards. Examples of these products include computers, monitors, printers, photocopiers, etc.

Title:

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (GREEN PURCHASING)

Effective Date: March 1, 2022

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Sample Solicitation Language

“Notice to Bidder: In line with the City policy for the procurement of energy-efficient equipment and products, preference will be given to those products that meet the Federal Energy Management Program (FEMP) standards or possess an Energy Star® label.”

For energy consuming products where there are no FEMP recommended criteria or Energy Star label, departments must consider the purchase products that conserve electrical power and/or natural gas to the maximum extent possible, based on minimum life-cycle costs.

Cost Analysis

Even where energy-efficient products have a higher purchase price than their less efficient counterparts, these products usually save money because they use less energy, often have a longer life, and typically incur less maintenance cost.

These savings, such as from lower energy bills, are achieved throughout the entire lifetime of the product. Thus, when deciding how much money an Energy Star labeled product will save, it is necessary to consider both initial cost (the purchase price) and the costs that will be incurred throughout the life of the product (such as energy and maintenance costs). This is known as Life Cycle Cost.

Benefits

The benefits of purchasing Energy Star labeled and FEMP recommended products include:

- Reduced energy costs without compromising quality or performance
- Significant return on investment
- Extended product life and decreased maintenance

Products purchased by the City, and for which the U. S. EPA Energy Star certification is available shall meet Energy Star certification, when practicable. When Energy Star labels are not available, energy efficient products shall be purchased that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.

The City shall purchase water-saving products whenever practicable.

Title:

ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (GREEN PURCHASING)

Effective Date: March 1, 2022

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Note: Nothing contained in this policy shall be construed as requiring a department to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.

Landscaping

Workers and contractors providing landscaping services for the City shall be encouraged to employ sustainable landscape management practices whenever possible, including, but not limited to, integrated pest management, grass-cycling, drip irrigation, composting, and procurement and use of mulch and compost that give preference to those produced from regionally generated plant debris and/or food waste programs.

Plants should be selected to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them and perennials rather than annuals for color. Native and drought-tolerant plants that require no or minimal watering once established are preferred.

Hardscapes and landscape structures constructed of recycled content materials are encouraged.

Toxins and Pollutants

To the extent practicable, no cleaning or disinfecting products (i.e. for janitorial use) shall contain ingredients that are carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. EPA or the National Institute for Occupational Safety and Health on the Toxics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

When maintaining buildings, the City shall use the lowest amount of VOCs (volatile organic compounds), highest recycled content, and low or no formaldehyde when purchasing materials such as paint, carpeting, adhesives, furniture and casework.

The City shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:

- Purchasing paper, paper products, and janitorial paper products that are unbleached or that are processed without chlorine or chlorine derivatives, whenever possible.
- Eliminating the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture and flooring, whenever practicable.

Agricultural Bio-Based Products

Paper, paper products and construction products made from non-wood, plant-based contents such as agricultural crops and residues are encouraged whenever practicable.

Title:		
ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY (GREEN PURCHASING)		
Effective Date: March 1, 2022		Page No. 7 of 7

Balancing Environmentally Considerations with Performance, Availability and Financial Cost

City is committed to procuring environmentally preferable goods and services wherever they meet performance standards and requirements of the City at a competitive cost. Nothing in this policy shall be construed as requiring a purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price or in a reasonable period of time.

However, when comparing product costs, the City does not focus exclusively on the quoted vendor pricing but also the costs over the life of the product, which includes the initial cost along with maintenance, operating, insurance, disposal, recycle or replacement, and potential liability costs. Examining life cycle costs will save money by ensuring we are quantifying the total cost of ownership before making purchasing decisions.

Conservation and Waste Reduction

Wherever practicable and cost-effective, departments are responsible to institute practices that reduce waste and result in the purchase of fewer products without reducing safety or workplace quality.

Examples would include:

- ✓ Using electronic communication instead of printed,
- ✓ Using double-sided photocopying and printing,
- ✓ Using washable and reusable dishes and utensils,
- ✓ Using rechargeable batteries,
- ✓ Streamlining and computerizing forms,
- ✓ Using "on-demand" printing of documents and reports as they are needed,
- ✓ Leasing long-life products when service agreements support maintenance and repair rather than new purchases,
- ✓ Choosing durable products rather than disposable,
- ✓ Buying in bulk, when storage and operations exist to support it,
- ✓ Re-using products such as, but not limited to, file folders, storage boxes, office supplies, and furnishings.

Departmental Responsibilities

Every City department is responsible to ensure that their respective employees, contractors, and vendors are fully aware and supportive of the City's initiative to purchase environmentally preferable goods and services. To this end, departments are responsible to exercise due diligence in their procurement decisions as well procurements made by their contractors and consultants, promoting the purchase and use environmentally preferable products whenever cost effective, and to the extent practicable for all work completed on behalf of the City.

ITEM NO. 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

June 15, 2021

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

Dear Mayor and Members of the City Council:

CONSIDERATION SETTING APRIL 19, 2022 FOR THE ADOPTION OF LOCAL ROADWAY SAFETY PLAN

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Set April 19, 2022 to adopt the Local Roadway Safety Plan; and
2. Authorize staff to post the draft Local Roadway Safety Plan on the City's website and distribute to community stakeholders for comment.

BACKGROUND

To qualify for future funding through future highway safety improvement program (HSIP) mitigation grants, the City prepared a data-driven systemic safety analysis via the Local Roadway Safety Plan (LRSP). In addition to funding qualification, the plan will also be used by the City to program future Capital Improvement projects and identify intended funding sources for those. The City received funding for the preparation of its LRSP. Preparation included data review analysis, and the development of vision statements, goals, and identification of areas of emphasis. Public input is a large component of the LRSP.

The LRSP systematically identifies and analyzes safety obstacles in our community and provides recommendations on safety enhancement measures that mitigate the City's traffic and safety concerns. Preparing a LRSP facilitates the development of a prioritized list of improvements and actions that focus on improving the City's specific traffic safety needs while helping achieve statewide safety measures. The LRSP offers a proactive approach to addressing our needs and demonstrates our responsiveness to safety challenges.

The City's Traffic Safety Committee (TSC) was presented with the LRSP for preliminary review at the February 3, 2022 meeting. The intent is for the additional distribution of the LRSP to other stakeholders while accomplishing the public outreach component of the report. Stakeholders include the Traffic Safety Committee members, Huntington Park

CONSIDERATION SETTING APRIL 19, 2022 FOR THE ADOPTION OF LOCAL ROADWAY SAFETY PLAN

March 1, 2022

Page 2 of 3

Police Department, Los Angeles County Fire Department, Los Angeles Unified School District and other interested parties. The LRSP normally addresses the 5Es of safety strategies: Education, Enforcement, Engineering, Emergency Response and Emerging Technologies.

LEGAL REQUIREMENT

Overall, the LRSP should summarize the needs identified, the safety goal, emphasis areas, and a prioritized list of improvements or activities. Additionally, the plan identifies responsibilities and resources to carry out the plan. Items that may also be documented include the stakeholders and process used to develop the plan, successes realized through similar past or current efforts, and obstacles or challenges related to implementation. Staff will monitor the plan to evaluate effectiveness and relevance over time and will adjust the plan periodically or as needed. Once completed, the LRSP will be a living document that will be regularly updated with current data and the program will be continually reviewed and updated to reflect changing local needs and priorities.

In order to apply for the HSIP funds, an agency must have completed their LRSP. The LRSP must be updated and validated at least every five years. When an agency submits an HSIP funding application, the agency must self-certify that an LRSP has been completed. The agency must provide a copy of the safety plan upon request. It is strongly recommended that the LRSP and its update be approved by the City Council.

FISCAL IMPACT

There is no fiscal impact associated with this authorization.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

**CONSIDERATION SETTING APRIL 19, 2022 FOR THE ADOPTION OF LOCAL
ROADWAY SAFETY PLAN**

March 1, 2022

Page 3 of 3

A. Draft Local Roadway Safety Plan

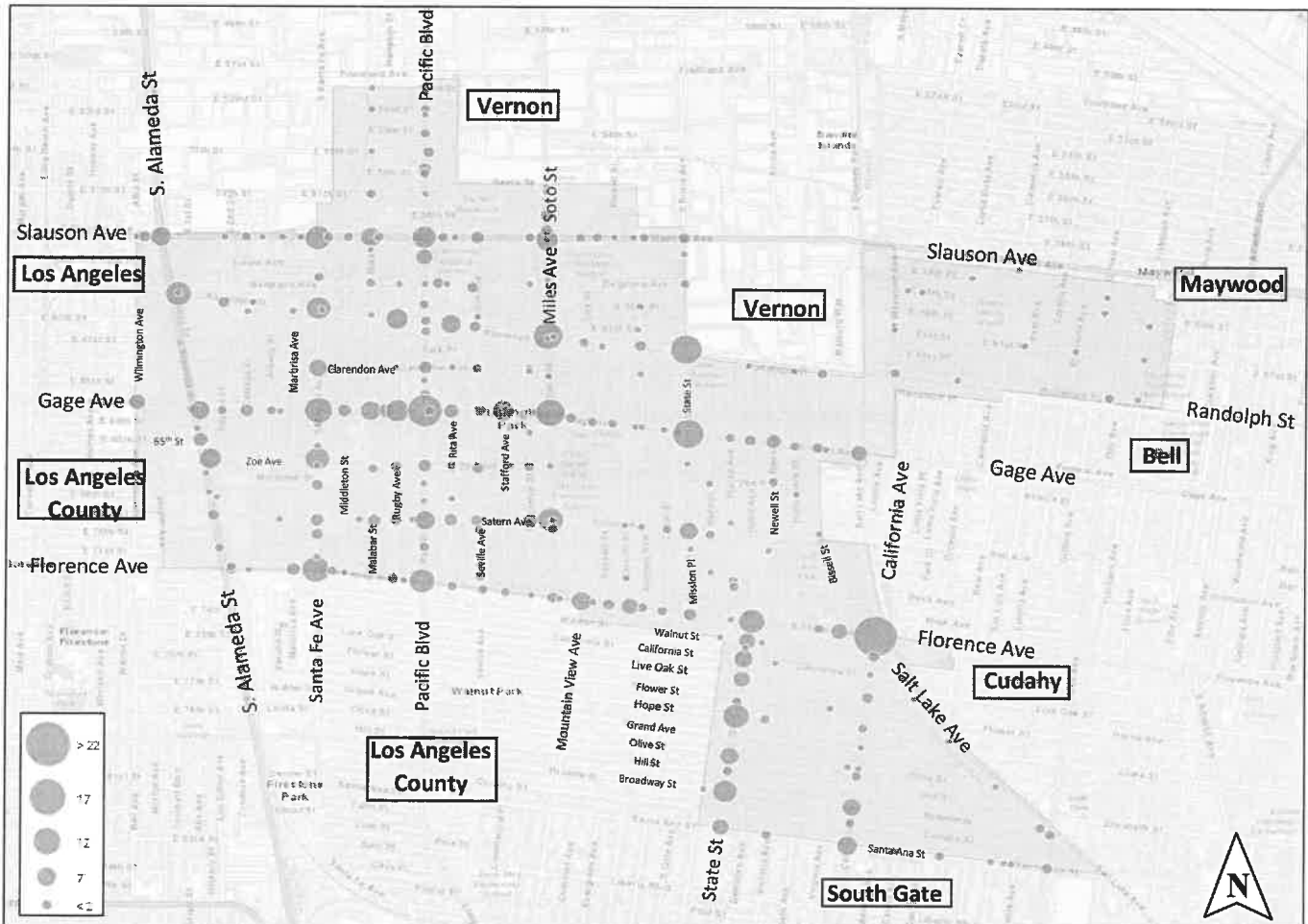
ATTACHMENT "A"

FINAL

Local Roadway Safety Plan (LRSP) Project

for

City of Huntington Park



PREPARED FOR:



City of Huntington Park

Department of Public Works

6900 Bissell St

Huntington Park, CA



PREPARED BY:



MINAGAR & ASSOCIATES, INC.

Traffic/Civil/Electrical Engineering – ITS – Transportation Planning – CEM

23282 Mill Creek Drive, Suite 120

Laguna Hills, CA 92653

Tel: (949)707-1199



28 Years of Excellence

December 30, 2021



ACKNOWLEDGEMENTS

CITY COUNCIL

Mayor: Graciela Ortiz

Vice Mayor: Eduardo Martinez

Council Member: Karina Macias

Council Member: Marilyn Sanabria

Council Member: Manuel Avila

PARTNERS

City Departments: Public Works, Planning, Police & Fire Los

Angeles Unified School District

Southern California Association of Governments (SCAG) The

Greater Huntington Park Area Chamber of Commerce

General Public of The City of Huntington Park

CITY STAFF

City Manager: Ricardo Reyes

Assistant City Manager: Raul Alvarez

Director of Public Works: Cesar Roldan

Chief of Police: Cosme Lozano

Fire Chief: Scott Haberle

City Engineer: Yunus Rahi

City Traffic Engineer: Dennis Barnes

Interim Director of Community Development: Steve Forster



Executive Summary

The objective of the City of Huntington Park Local Roadway Safety Plan (LRSP) is to establish a safe transportation environment that has safer roads, safer people, safer speeds, and safer vehicles. As part of this safety plan for the City of Huntington Park, Minagar & Associates, Inc. identified, prioritized, and analyzed roadway safety improvements on the City of Huntington Park's intersections and roadway segments. This safety plan also provides the proposed countermeasures that address collision patterns for both intersections and roadway segments, to ultimately reduce collisions in the City's high collision locations.

From December 31, 2015 to December 31, 2020, there has been a total of 878 collisions reported on the Transportation Injury Mapping System (TIMS) which included 18 fatalities and 1,179 injured victims. The most common types of collision were broadside, rear end, and vehicle/pedestrian. Primary Collision Factor (PCF) violations that caused most of the collisions were Automobile Right of Way, Unsafe Speed, and Traffic Signals and Signs. Victims were mostly drivers and passengers in addition to some pedestrians and bicyclists. There was a high number of 185 collisions involved with pedestrians of which 8 collisions were fatal. The highest number of victims happened to be in the age range of 20 to 24 years old.

A Local Road Safety Plan is a major element to ameliorate transportation and traffic safety within a City. This LRSP was prepared and developed in compliance with the State and Federal guidelines for eligibility to apply for the funding of Highway Safety Improvement Program (HSIP). In addition to the provided countermeasures for collision patterns, this Safety Plan also provides the corresponding cost estimates and benefit to cost ratios, to support applications for the Highway Safety Improvement Program (HSIP).



Statement of Protection of Data From Discovery and Admissions

Per Section 148 of Title 23, United States Code [23 U.S.C. §148(h) (4)] REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION—Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data.



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List of Acronyms

AASHTO	American Association of State Highway and Transportation Officials
B/C Ratio	Benefit-Cost Ratio
Caltrans	California Department of Transportation
CAMUTCD	California Manual on Uniform Traffic Control Devices
City	City of Huntington Park
CMF	Crash Modification Factor
CRF	Crash Reduction Factor
DUI	Driving Under the Influence
FHWA	Federal Highway Administration
HSIP	Highway Safety Improvement Program
HSM	Highway Safety Manual
LRSM	Local Roadway Safety Manual (Version 1.5, April 2020)
LRSP	Local Roadway Safety Plan
SHSP	Strategic Highway Safety Plan
SWITRS	Statewide Integrated Traffic Records System
TIMS	Transportation Injury Mapping System
TMC	Turning Movement Count
5Es	The 5Es of Traffic Safety: Education, Engineering, Enforcement, Emergency Medical Services, Emerging Technologies



1. Introduction

The City of Huntington Park is taking the initiative to improve the City's traffic safety by implementing a Local Roadway Safety Plan that aims to reduce traffic collisions by analyzing the factors that previously impacted prominent intersections and roadway segments in the City. This report documents the City of Huntington Park's work to assess and improve transportation safety.

In this Safety Plan, a systemic approach was utilized to identify and analyze collision patterns that had impacted high collision intersections and roadway segments. For each high collision location, whether it was an intersection or a roadway segment, a table with the number of collisions and the corresponding primary collision factor has been provided to identify the prominent collision factors. As part of the collision analysis, collision diagrams have been provided for high collision intersections and roadway segments in the City of Huntington Park.



Following the understanding and acknowledgement of collision patterns, countermeasures for each of the identified high collision intersections and roadway segments, were developed to potentially reduce traffic collisions in the future and ameliorate active transportation within the City. Furthermore, this Local Roadway Safety Plan includes collision data for high collision locations between December 31, 2015 and December 31, 2020, the analysis of collision data, and the proposed countermeasures for collision patterns. Depicted below in Figure 1 is a Local Road Safety Plan provided by the Federal Highway Administration.

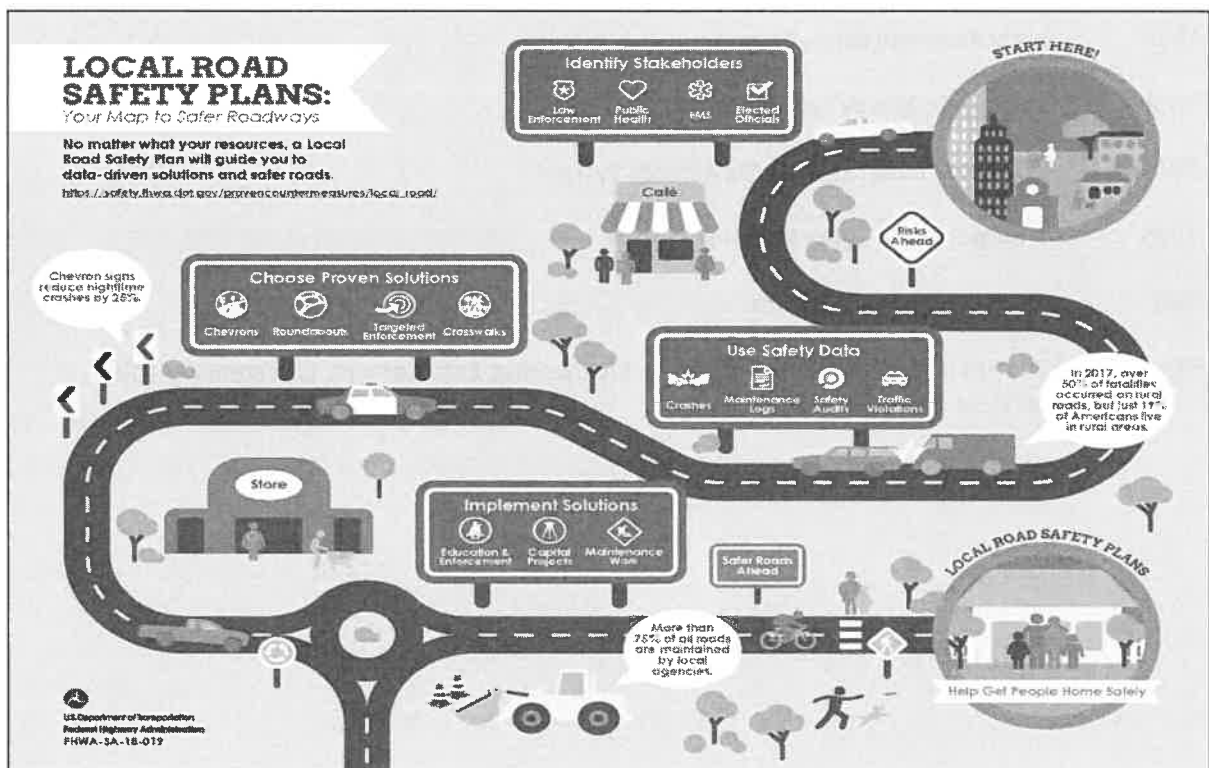


Figure 1: Local Road Safety Plan – Your Map to Safer Roadways

Source: Federal Highway Administration

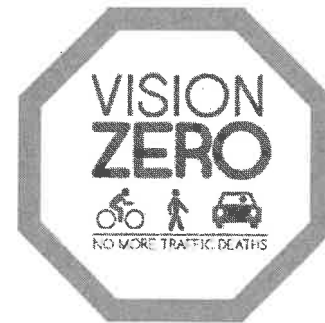




2. Vision and Goals

The objective of this plan is to strive towards a safer transportation environment by eliminating traffic fatalities and severe injuries while assuring efficient and equitable mobility for all road users. The City of Huntington Park plans to implement systemic countermeasures to target factors affecting citywide prominent intersections and roadway segments. This safety plan aims to reduce the risk of tragedies by taking a proactive, preventative approach that prioritizes traffic safety.

Vision Zero is an initiative approach to eliminate traffic fatalities and severe injuries. Road users will sometimes make mistakes however, the road system, traffic control devices, and traffic laws should be designed to minimize those unavoidable mistakes and reduce their probability to result in severe injuries or fatalities. Transportation and traffic engineers are expected to improve the general traffic environment by ameliorating existing traffic geometries and laws based on a good engineering judgement. However, the roadway users of the City of Huntington Park are still responsible for their mistakes and should follow all traffic laws.



Source: www.archive.kncc.org

Vision Zero unifies diverse stakeholders who address the factors causing complexity when it comes to traffic safety. It recognizes that many factors contribute to safe mobility including roadway design, speeds, behaviors, technology, and enforced laws. Moreover, vision zero's goal is to achieve zero fatalities and severe injuries.

TRADITIONAL APPROACH	VS	VISION ZERO
Traffic deaths are INEVITABLE		Traffic deaths are PREVENTABLE
PERFECT human behavior		Integrate HUMAN FAILING in approach
Prevent COLLISIONS		Prevent FATAL AND SEVERE CRASHES
INDIVIDUAL responsibility		SYSTEMS approach
Saving lives is EXPENSIVE		Saving lives is NOT EXPENSIVE

Source: www.visionzeronetwrok.org



Source: U.S. Department of Transportation

The aforementioned vision shall eliminate traffic fatalities and severe injuries by achieving the following goals:

- Obtain accurate collision databases, systematically identify and prioritize the City's highest collision locations based on a 5-year collision history.
- Engage with the local community, stakeholders, and City management to better understand factors that are affecting the traffic safety within the City of Huntington Park.
- Analyze and implement countermeasures utilizing strategies across all traffic safety disciplines, engineering, enforcement, education, emergency medical services, and emerging technologies.
- Strive to reduce the City's primary contributing factors in traffic collisions by ensuring the automobile right of way, maintaining a safe speed, and clear traffic signals and signs.



3. Safety Partners

To promote and create a safe transportation environment, collaboration across agencies known as safety partners is a necessity. Safety partners are the agencies, departments, and organizations whose input and support are foundational to a successful Local Roadway Safety Plan.

The safety leadership team is primarily comprised of City Departments that have key roles in the development, implementation, and operation of safety projects, programs, and policies. The safety leadership team is ultimately responsible for developing, adopting, and implementing the safety plan and program. The stakeholder team is different from the leadership team. It comprises partner agencies and organizations who collaborate with the City and contribute to and assist with developing and implementing the plan. These agencies and their roles in the plan's development and implementation are provided below:

3.1 Safety Leadership

I. City Council

The legislative body which is ultimately responsible for approving and adopting the final plan, setting safety policies, and approving budget and funding levels.

II. Public Works

Public Works is the lead City Department in developing and producing the Safety Plan and its periodic updates. The Public Works Department is responsible for assembling other City departments and collaborating with Stakeholders. Public Works is responsible for capital project implementation. The City's Public Works staff may also lead or collaborate in education campaigns.

III. Community Development

The Community Development Department supports implementing the plan through its progress. Community Development assigns conditions of approval and mitigation measures to new development applications in collaboration with Public Works.

IV. Huntington Park Police Department

The City's Police Department collaborates with and assists the City's Community Development Department in developing and producing the plan and its periodic updates. The Police Department maintains collision records and is responsible for carrying out enforcement practices and activities. The City's Police Department may also lead or collaborate in education campaigns.

V. Los Angeles County Fire Department

The City's Fire Department serves in a support role in developing and producing the plan.



3.2 Stakeholders

I. Los Angeles Unified School District

Collaboration with the Los Angeles Unified School District is important in order to maintain and promote safety for all students within the City of Huntington Park.

II. Huntington Park Police Department

Roadways and functional areas of intersections require communication and collaboration. Collaboration with the Huntington Park Police Department over the course of the safety plan is needed to ensure that local safety goals and policies are met.

III. Southern California Association of Governments (SCAG)

SCAG is designated as a Metropolitan Planning Organization (MPO) and as a Regional Transportation Planning Agency and a Council of Governments. It coordinates regional transportation programs and projects and regional funding allocations. SCAG provides feedback on developing the plan and updates in context to regional planning activities and potential funding allocations.

IV. The Greater Huntington Park Area Chamber of Commerce

The Greater Huntington Park Area Chamber of Commerce coordinates engagement with City businesses. The Chamber and City businesses provide feedback on recommended strategies and countermeasures to addressing traffic safety issues. Feedback from the business community can provide valuable insight on the benefits and impacts of safety measures.

V. General Public of The City of Huntington Park

The general public provides feedback and insight on recommended emphasis areas, high incident locations, collision factors, countermeasures, and implementation. Although collision records and statistics are foundational to this plan, public feedback is a critical supplement to that data. This feedback provides the safety plan with a holistic view of safety issues and a recommendation for what types of countermeasures are and are not desired by the community.



4. Process

This section describes the steps involved in preparing the safety plan, including a systemic approach that involves the analysis of collision data to identify high crash locations and prioritize countermeasures.



4.1 Systemic Approach

The systemic approach in preparing the safety plan comprises the following steps:

I. Develop Plan Goals and Objectives

Review the City's existing planning documents to ensure the LRSP visions and goals align with the planning efforts and that the potential 5 Es: Engineering, Education, Enforcement, Emergency Medical Services, and Emerging Technologies are consistent with local traffic safety and policies.

II. Analyze Collision Data

Obtain the latest 5-year collision data and analyze the collision factors. Determine high collision intersections and roadway segments and identify significant risk factors.

III. Determine Focus Areas and Identify Crash Reduction Measures

Identify emphasis areas and recommend feasible countermeasures at high collision locations. Evaluate Crash Modification Factor (CMF) and Crash Reduction Factor (CRF) and the effectiveness of each countermeasure.

IV. Prioritize countermeasures/projects

Conduct Benefit-Cost Ratio (BCR) analysis on all countermeasures and projects. Prioritize projects that are most beneficial to the City's roadway and intersection safety using BCR.

V. Prepare the Local Roadway Safety Plan

Prepare the LRSP that includes effective and efficient measures and the implementation plan. Identify priority projects for state or federal programming, grant funding opportunities, and implementation.



4.2 Public Outreach

The purpose of public outreach is to acquire the community's concerns that are related to the safety of traffic. Such concerns include speeding, jay walking, traffic signs and signals, pedestrian and bicycle safety on collector roads, and arterial streets. Public outreach is an essential tool to identify and summarize high collision locations and collision factors based on the community's concerns in addition to the collision analysis.

The target audience for the public outreach of this safety plan is the residents of the City of Huntington Park which include the following:

- **Huntington Park City Council**
- **Huntington Park Public Works Department**
- **Huntington Park Community Development Department**
- **Huntington Park Police Department**
- **Los Angeles County Fire Department**
- **Los Angeles Unified School District (LAUSD)**
- **Southern California Association of Governments (SCAG)**
- **The Greater Huntington Park Area Chamber of Commerce**
- **General Public of the City of Huntington Park**



5. Existing Efforts

This section summarizes the findings from various planning documents for the City of Huntington Park. The purpose of reviewing existing planning efforts is to ensure the LRSP goals and objectives along with the recommended improvements are aligned with recent planning efforts for transportation safety.

The City of Huntington Park has identified several goals, policies from the following documents:

- **General Plan 2030 (2019)**

The goals and policies identified in the Mobility and Circulation element of the General Plan serve as a guide in the existing and future improvements to the City's roadway and transportation facilities and infrastructure. New project developments in the City and in the surrounding communities will require additional demands on the City's roadways in the future therefore, the purpose of this element is to provide a development plan of a safe and efficient circulation system for the City of Huntington Park.



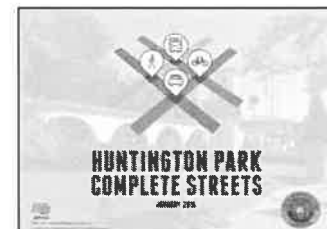
- **Bicycle Transportation Master Plan (2014)**

This Bicycle Master Plan has been prepared to identify a shared vision, supported by strategies and actions, for improving conditions for bicycling for all user groups and abilities within the City of Huntington Park. The BTA's purpose is to establish a bicycle transportation system that is designed and developed to achieve the functional commuting needs of the employee, student, business person, and shopper as the foremost consideration in route selection, to have the physical safety of the bicyclist and bicyclist's property as a major planning component, and have the capacity to accommodate bicyclists of all ages and skills.



- **Complete Streets Plan (2016)**

The vision for this plan was to enhance the environment for all road users and balance future policies and investments to reflect local values and conditions. The primary goal of the Huntington Park Complete Streets Plan was to identify challenges people faced in getting around the city, particularly by walking and biking. This plan aimed to provide a range of options that could improve the transportation environment for all road users.



- **The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (2019)**

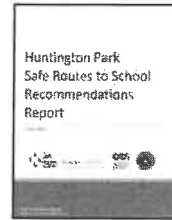
Prepared by SCAG this plan recommends improving the conditions of existing roads and adding more sidewalks, bike lanes, and restoring, maintaining and expanding transit.





- **Safe Routes to School Recommendations (2019)**

The City of Huntington Park identified walking and bicycling as a community priority therefore, the City published a Safe Routes to School Action Plan. For this plan, the City ameliorated the existing active transportation within the City by promoting safe walking, biking, and rolling to schools.



- **Draft Environmental Impact Report**

This draft Environmental Impact Report analyzes the potential impacts associated with the adoption and subsequent implementation of the Mobility and Circulation Element in the City of Huntington Park General Plan 2030. This report takes into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.



6. Data Analysis and Summary

This section summarizes the results of a citywide collision analysis for the time period between December 31, 2015 and December 31, 2020. The purpose of studying the collision patterns and trends is to identify the factors that caused collisions to occur within the study timeframe. The focus is to identify high crash locations in the City in order to target the factors that are affecting the prominent crash locations.

6.1 Overall Summary

According to the Statewide Integrated Traffic Records System (SWITRS) map on the University of California, Berkeley Transportation Injury Mapping System (TIMS), during the period of December 31, 2015 to December 31, 2020, there were 878 collisions in total within the City of Huntington Park. 18 victims were killed, and 1,179 victims were injured. There were 153 pedestrian collisions (17.4% of total), 96 bike collisions (10.9%), 32 motorcycle collisions (3.6%), and 2 state highway collisions (0.2%). Figure 2 displays a map of collisions by point where as Figure 3 displays a map of collisions by cluster.

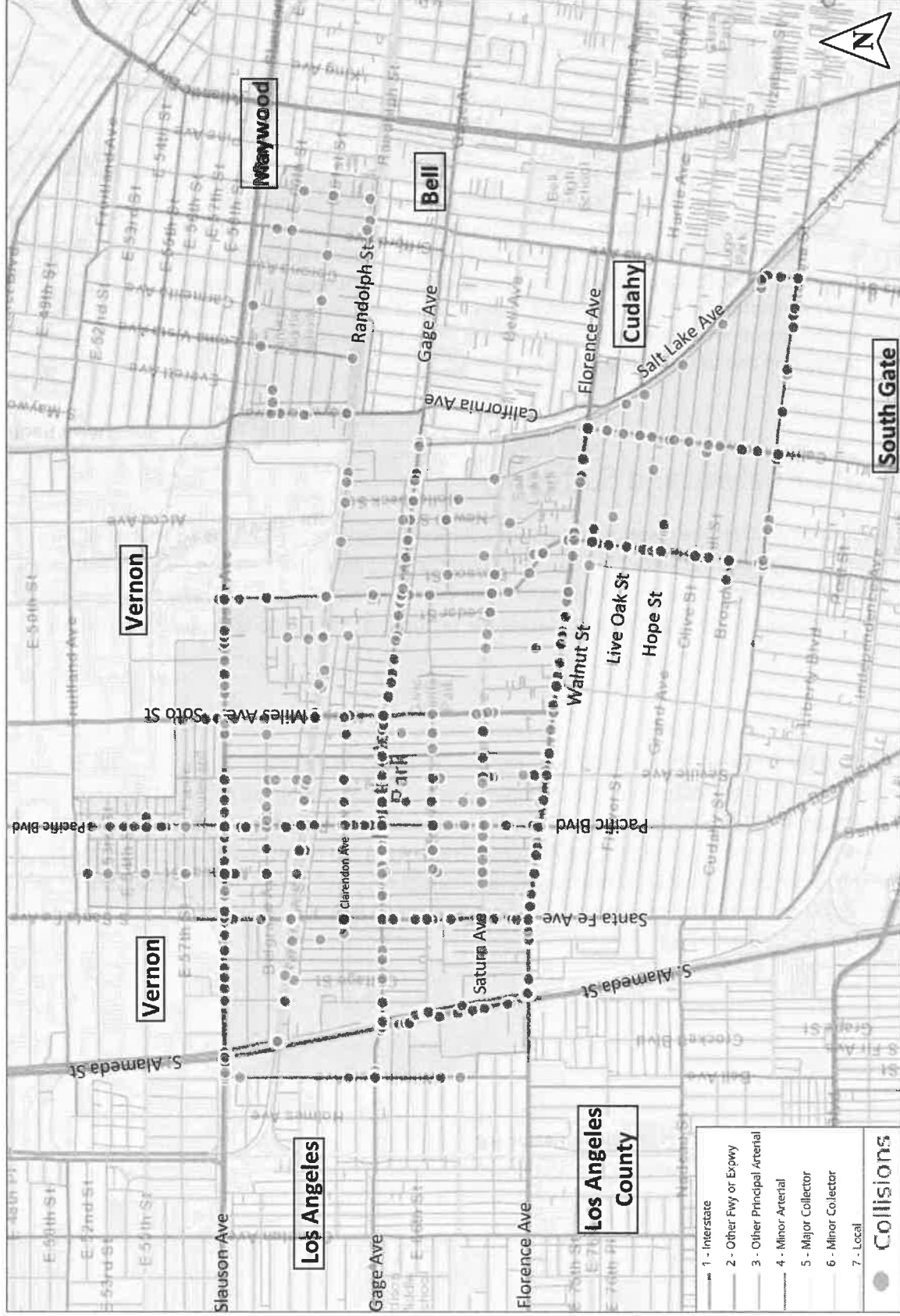
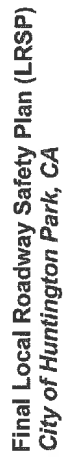


Figure 2: City of Huntington Park Display of Collisions by Point (December 31, 2015 - December 31, 2020)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)





**LOCAL ROAD
SAFETY PLANS:**
Your Map to Safer Roadways

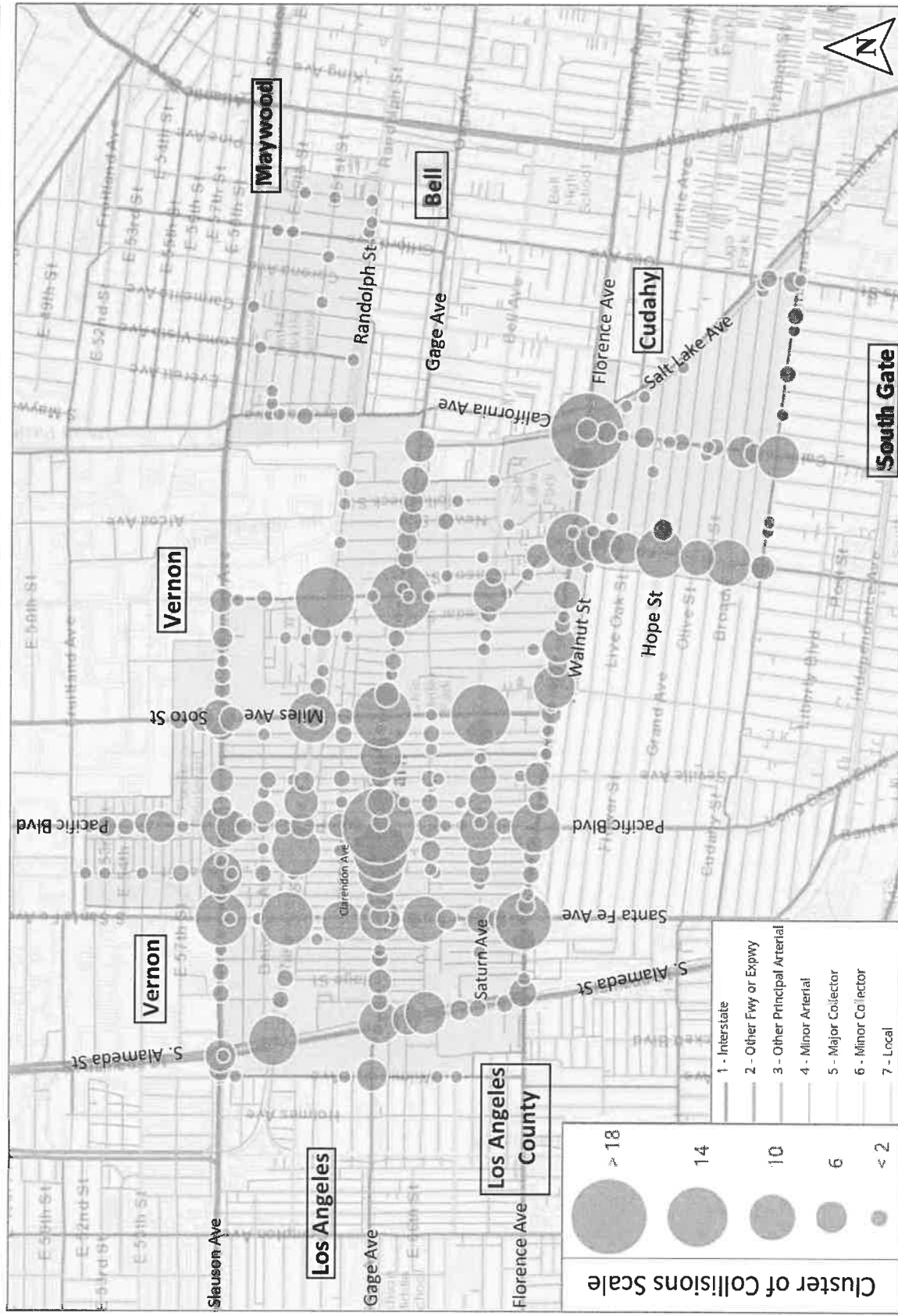


Figure 3: City of Huntington Park Display of Collisions by Cluster (December 31, 2015 - December 31, 2020)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

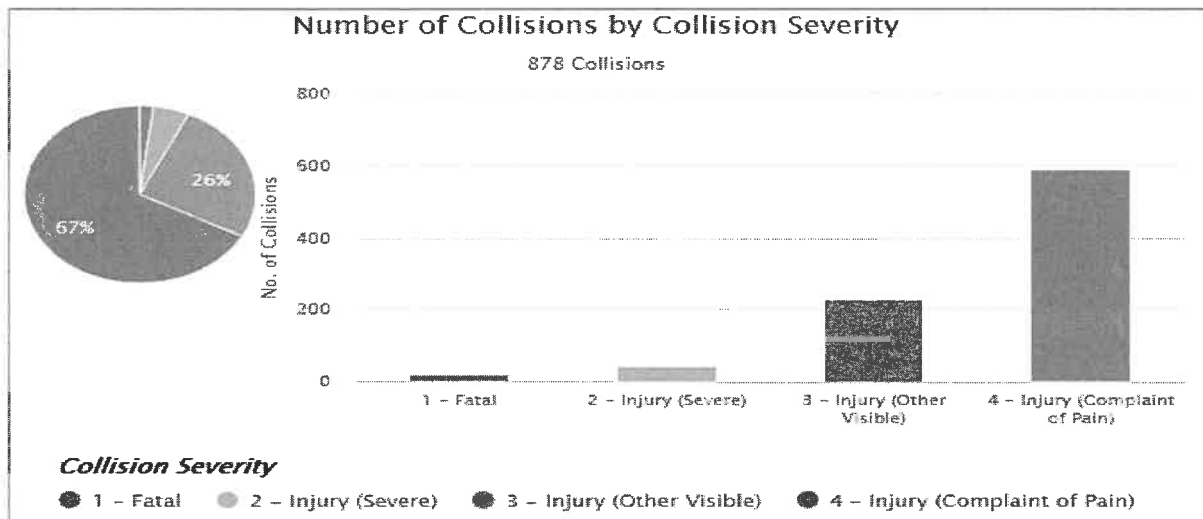
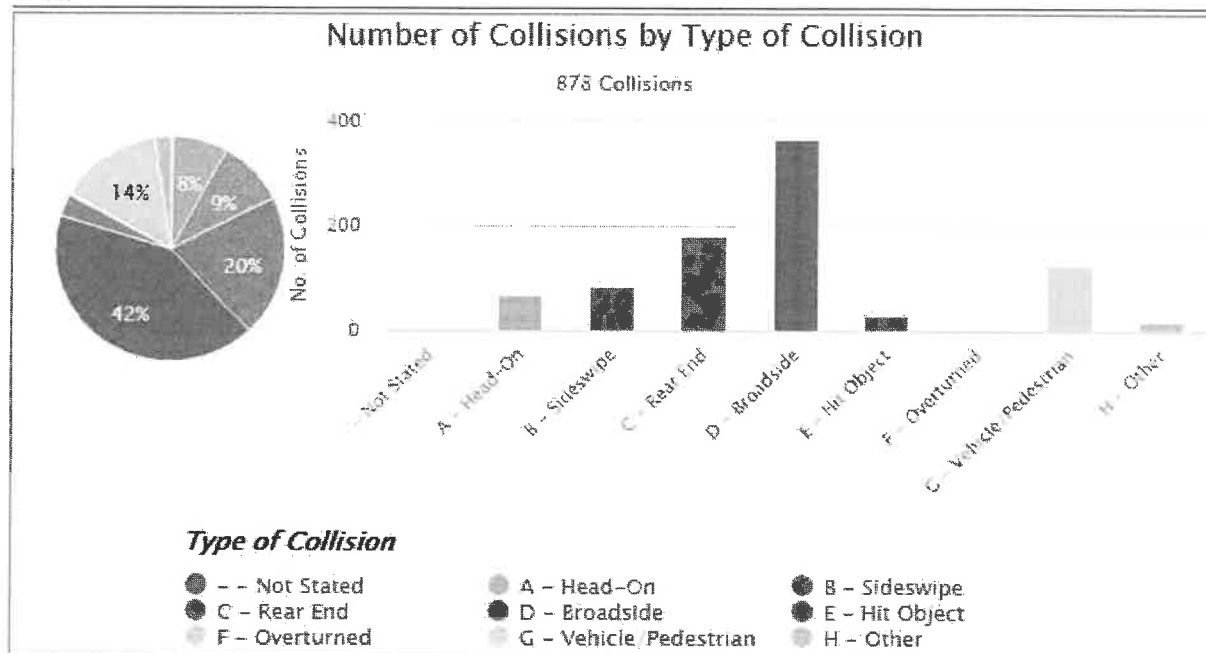


Figure 4: City of Huntington Park Number of Collisions by Collision Severity

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

University of California, Berkeley Transportation Injury Mapping System (TIMS) generated several graphs to detail City of Huntington Park's collisions in the 5-year period. Figure 4 displays the number of collisions by collision severity. From 2015 to 2020, there were 17 fatal collisions, which counted for 1.94 % of total collisions; 44 injury (severe) collisions, 5.01% of total collisions; 227 injury (other visible) collisions (25.85% of total collisions); and 590 injury (complaint of pain) collisions, which took the highest percentage of total collisions in the city (67.20%).



Type of Collision	Count	%
-- Not Stated	2	0.23%
A - Head-On	69	7.86%
B - Sideswipe	83	9.45%
C - Rear End	179	20.39%
D - Broadside	367	41.80%
E - Hit Object	28	3.19%
F - Overturned	3	0.34%
G - Vehicle/Pedestrian	127	14.46%
H - Other	20	2.28%
Total	878	100%

Figure 5: Number of Collisions by Type of Collision

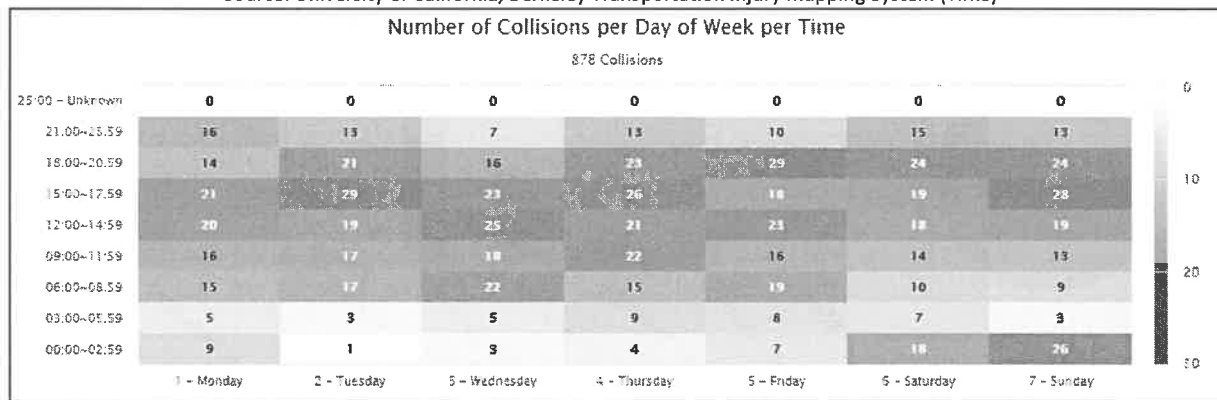
Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

From 2015 to 2020, City of Huntington Park's types of collision were reported by University of California, Berkeley Transportation Injury Mapping System (TIMS). There were 367 broadside collisions during the selected period of time. This was the most common type of collision, which was 41.80% of total collisions in the City of Huntington Park. Rear End was the second common type, which had 179 collisions (20.39%). Third common type of collision was vehicle/pedestrian collision which counted for 127 vehicle/pedestrian collisions (14.46%). There were 83 sideswipe collisions (9.45%). There was a total of 69 (7.86%) Head-On collisions. Hit Object collisions counted for 28 collisions (3.19%). Other types of collision counted for 20 collisions (2.28%). Overturned collisions counted for 3 collisions (0.34%), and Not Stated collisions counted for 2 collisions (0.23%).



Table 1: Number of Collisions per Day of Week per Time

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



Collisions in the City of Huntington Park were listed for eight (3-hour time periods) for each day of the week.

On Mondays, 51 collisions occurred between 6:00 AM – 2:49 PM. The highest number of collisions within a single 3-hour time period was 21 collisions and occurred between 3:00 PM and 5:59 PM. 30 collisions occurred between 6:00 PM and 11:59 PM.

On Tuesdays, there were 53 collisions from 6:00 AM to 2:59 PM. The highest number of collisions within a single 3-hour time period was 29 collisions and occurred between 3:00 PM to 5:59 PM, and 34 collisions occurred between 6:00 PM and 11:59 PM.

On Wednesdays, there were 65 collisions from 6:00 AM to 2:59 PM. The highest number of collisions within a single 3-hour time period was 25 collisions and occurred between 12:00 PM to 2:59 PM, and 23 collisions occurred between 6:00 PM and 11:59 PM.

On Thursdays, there were, 58 collisions from 6:00 AM to 2:59 PM. The highest number of collisions within a single 3-hour time period was 26 collisions and occurred between 3:00 PM to 5:59 PM. 36 collisions occurred between 6:00 PM and 11:59 PM.

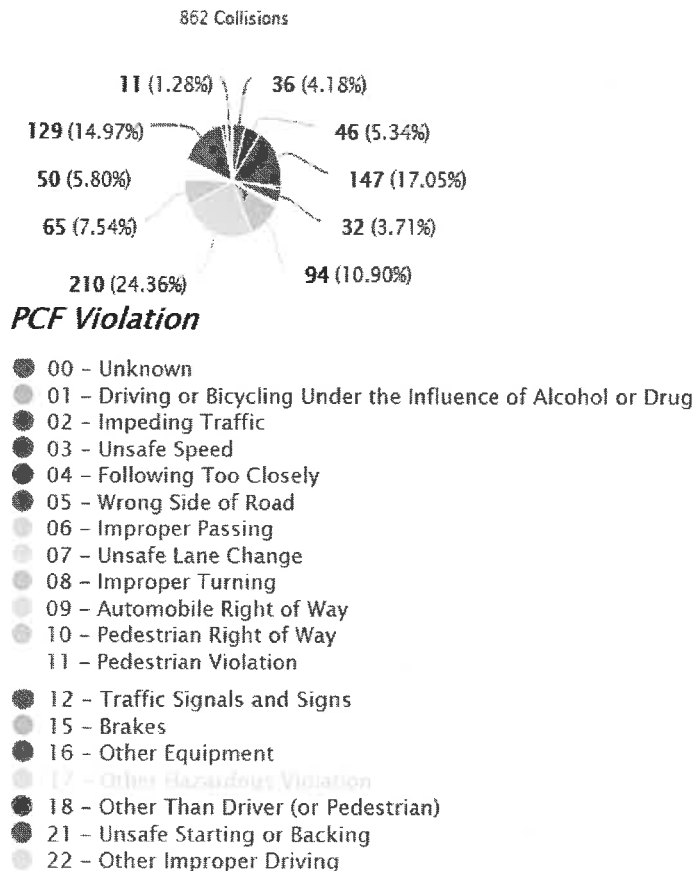
On Fridays, there were 58 collisions from 6:00 AM to 2:59 PM. 18 collisions occurred between 3:00 PM and 5:59 PM. The highest number of collisions within a single 3-hour time period was 29 collisions and occurred between 6:00 PM to 8:59 PM. 10 collisions occurred between 9:00 PM and 11:59 PM.

On Saturdays, there were 42 collisions from 6:00 AM to 2:59 PM. There were 19 collisions between 3:00 PM to 5:59 PM, The highest number of collisions within a single 3-hour time period was 24 collisions and occurred between 6:00 PM to 8:59 PM. 15 collisions between 9:00 PM to 11:59 PM.

On Sundays, the highest number of collisions within a single 3-hour time period was 28 collisions and occurred between 3:00 PM to 5:59 PM. 41 collisions occurred between 6:00 AM to 2:59 PM, 9 collisions occurred between 6:00 PM to 8:59 PM, and 13 collisions occurred between 9:00 PM to 11:59 PM.



Number of Collisions by PCF Violation



PCF Violation	Count	%
00 - Unknown	36	4.18%
01 - Driving or Bicycling Under the Influence of Alcohol or Drug	46	5.34%
02 - Impeding Traffic	1	0.12%
03 - Unsafe Speed	147	17.05%
04 - Following Too Closely	7	0.81%
05 - Wrong Side of Road	32	3.71%
06 - Improper Passing	3	0.35%
07 - Unsafe Lane Change	9	1.04%
08 - Improper Turning	94	10.90%
09 - Automobile Right of Way	210	24.36%
10 - Pedestrian Right of Way	65	7.54%
11 - Pedestrian Violation	50	5.80%
12 - Traffic Signals and Signs	129	14.97%
15 - Brakes	1	0.12%
16 - Other Equipment	1	0.12%
17 - Other Hazardous Violation	10	1.16%
18 - Other Than Driver (or Pedestrian)	5	0.58%
21 - Unsafe Starting or Backing	11	1.28%
22 - Other Improper Driving	5	0.58%

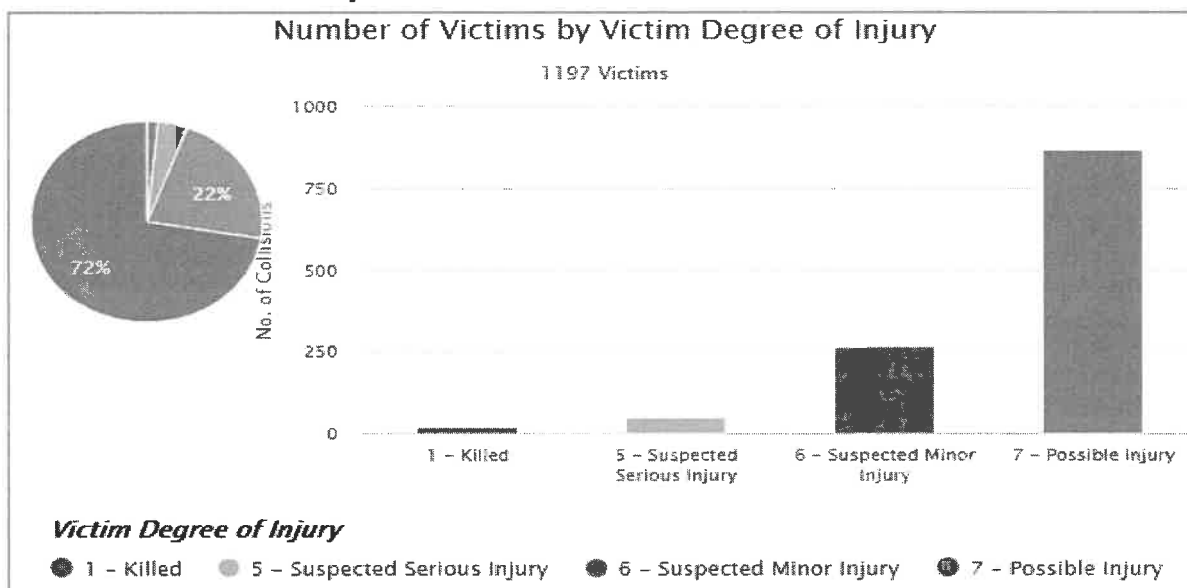
Figure 6: Number of Collisions by (PCF) Primary Collision Factor Violation

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

According to University of California, Berkeley Transportation Injury Mapping System (TIMS), the Primary Collision Factor (PCF) violation that caused the most collisions in the City of Huntington Park was Automobile Right of Way which resulted in 210 collisions (24.36%). The second collision type that had the most collisions after automobile right of way was Unsafe Speed with a total number of 147 collisions (17.05%). The third collision factor was Traffic Signals and Signs with a total number of 129 collisions (14.97%). There were 94 collisions (10.90%) as a result of Improper Turning. 65 collisions (7.54%) occurred as a result of not giving the Pedestrian Right of Way and 50 collisions (5.80%) occurred as result of Pedestrian Violation. Driving or Bicycling Under the Influence of Alcohol or Drug caused 46 collisions (5.34%). Unknown violations caused 36 collisions (4.18%). Wrong Side of Road violations caused 32 collisions (3.71%). Unsafe Starting or Backing caused 11 collisions (1.28%), Other Hazardous violations caused 10 collisions (1.16%), Unsafe Lane Change caused 9 collisions (1.04%), and Following Too Closely caused 7 collisions (0.81%). 3 collisions occurred as a result of Improper Passing (0.35%). Other Than Driver (or Pedestrian) PCF violation resulted in 5 collisions (0.58%). 1 collision (0.12%) occurred as a result of Impeding Traffic and 1 collision (0.12%) occurred as a result of an Other Equipment PCF violation.



6.2 Victim Summary

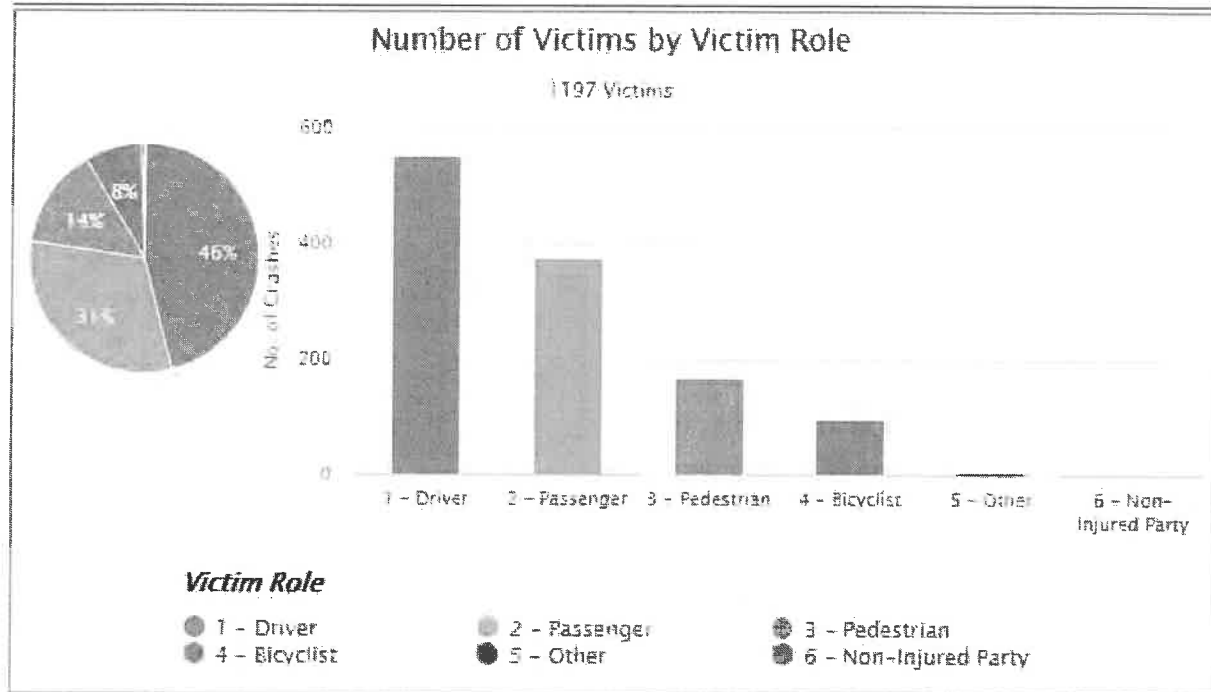


Victim Degree of Injury	Count	%
1 - Killed	18	1.50%
5 - Suspected Serious Injury	50	4.18%
6 - Suspected Minor Injury	263	21.97%
7 - Possible Injury	866	72.35%
Total	1,197	100%

Figure 7: Number of Victims by Victim Degree of Injury

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

According to University of California, Berkeley Transportation Injury Mapping System (TIMS). There were 1197 victims of traffic collisions in the City of Huntington Park from December 31, 2015 to December 31, 2020. 18 victims were killed (1.50%), 50 victims were reported with suspected serious injury (2.90%), 263 were reported with suspected minor injury (21.97%), and 866 victims were reported with possible injury (72.35%).

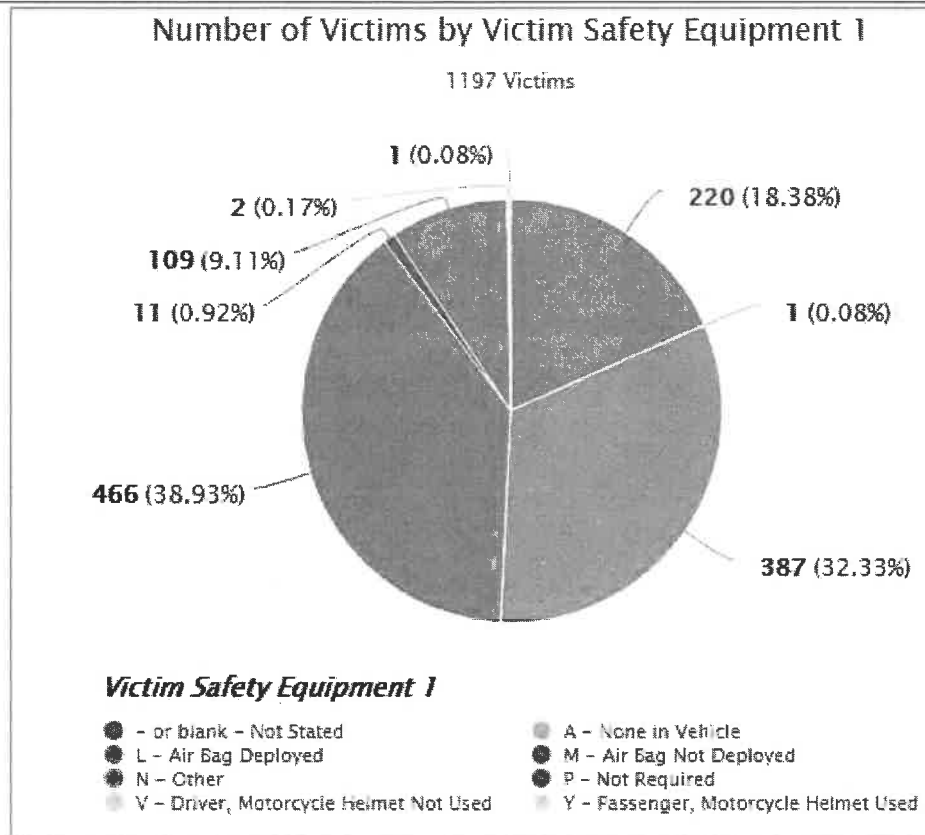


Victim Role	Count	%
1 - Driver	551	46.03%
2 - Passenger	375	31.33%
3 - Pedestrian	169	14.12%
4 - Bicyclist	96	8.02%
5 - Other	6	0.50%
Total	1197	100%

Figure 8: Number of Victims by Victim Role

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

According to University of California, Berkeley Transportation Injury Mapping System (TIMS), of the collision victims, there were 551 drivers (46.03%), 375 passengers (31.33%), 169 pedestrians (14.12%), 96 bicyclists (8.02%), and 6 other (0.50%).



Victim Safety Equipment 1	Count	%
- or blank - Not Stated	220	18.38%
A - None in Vehicle	1	0.08%
L - Air Bag Deployed	387	32.33%
M - Air Bag Not Deployed	466	38.93%
N - Other	11	0.92%
P - Not Required	109	9.11%
V - Driver, Motorcycle Helmet Not Used	2	0.17%
Y - Passenger, Motorcycle Helmet Used	1	0.08%
Total	1197	100%

Figure 9: Number of Victims by Victim Safety Equipment

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

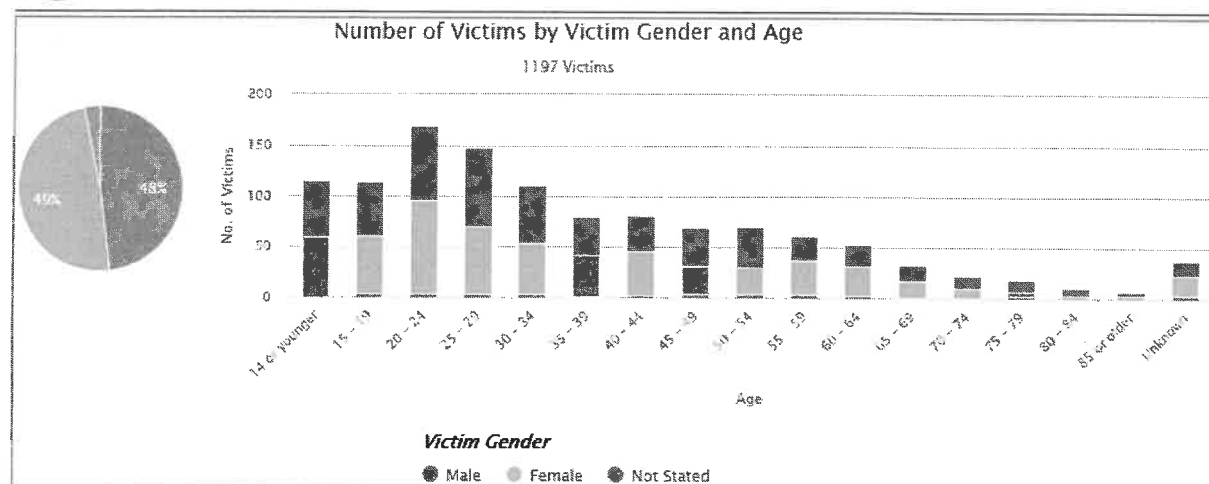


Figure 10: Number of Victims by Victim Gender and Age

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

For the total of 1197 victims during the 5-year period:

- 49% of them were females
- 48% were males
- 3% were not stated
- The highest number of female victims (93) happened to be in the age range of 20 – 24 years old
- The highest number of male victims (77) happened to be in the age range of 25 – 29 years old
- 115 victims were 14 years old or younger
- 113 victims were between the ages of 15 - 19 years old
- The highest number of male and female victims was 168 ranging between 20 - 24 years old
- 147 victims were between 25-29 years old
- 110 victims were between 30 – 34 years old
- 80 victims were between 35 – 39 years old
- 81 victims were between 40 – 44 years old
- 49 victims were between 45 – 49 years old
- 70 victims were between 50 – 54 years old
- 61 victims were between 55 – 59 years old
- 53 victims were between 60 – 64 years old
- 33 victims were between 65 – 69 years old
- 22 victims were between 70 – 74 years old
- 19 victims were between 75 – 79 years old
- 11 victims were between 80 – 84 years old
- 7 victims were 85 years old or older
- 38 victims were of unknown age



6.3 Pedestrian Crash Summary

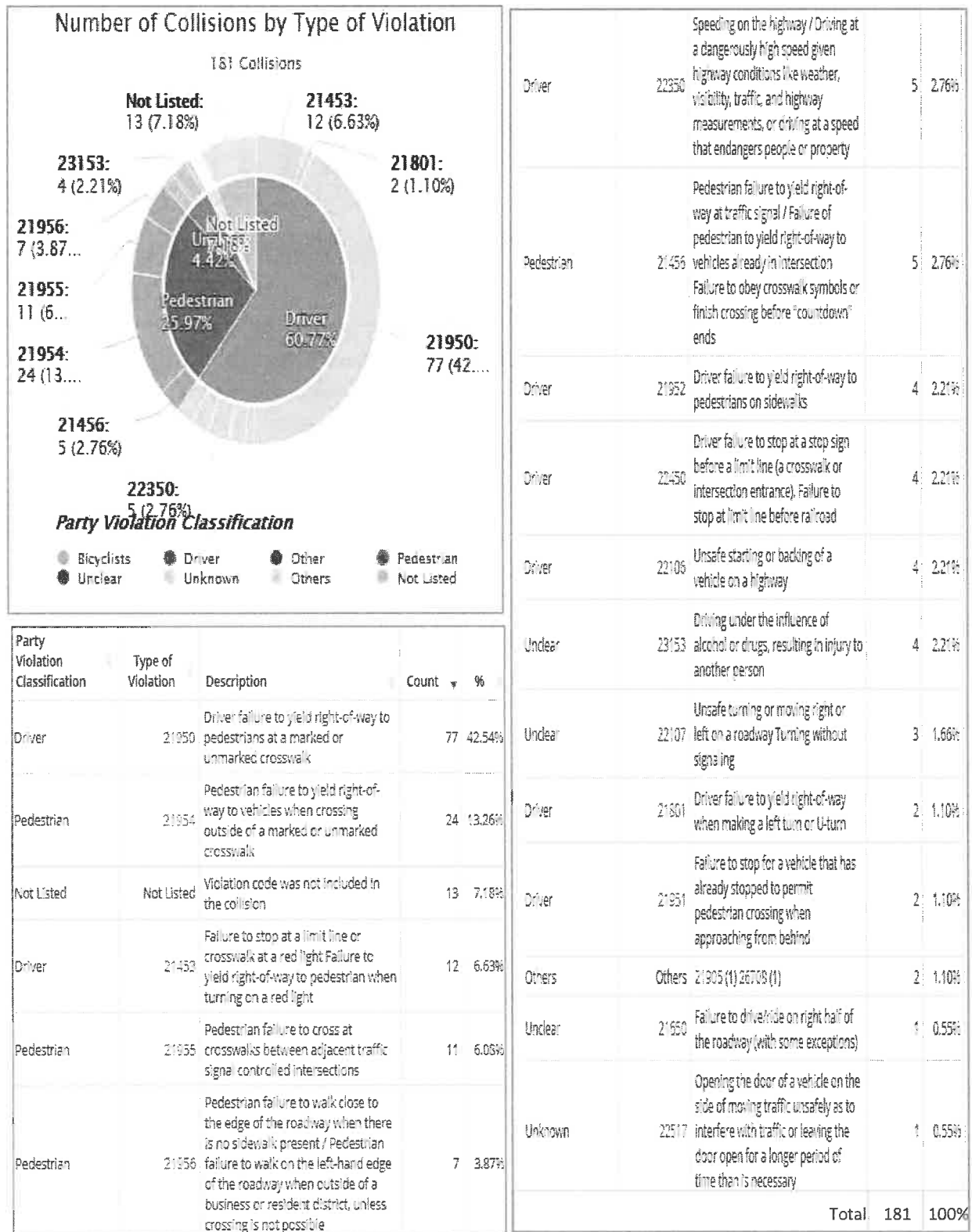


Figure 11: City of Huntington Park Number of Collisions by Type of Violation

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

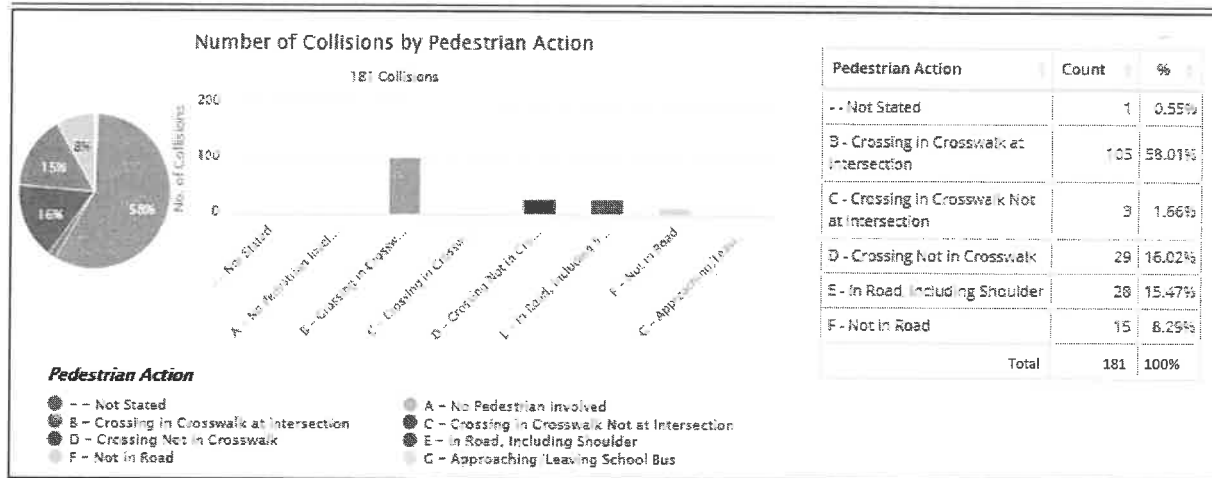


Figure 12: City of Huntington Park Number of Collisions by Pedestrian Action

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

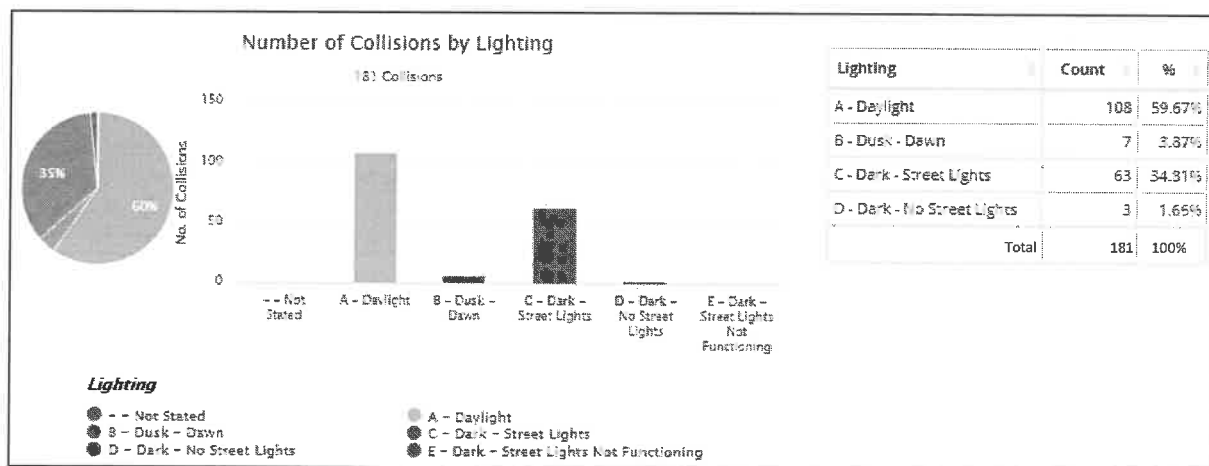


Figure 13: City of Huntington Park Number of Collisions by Lighting

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

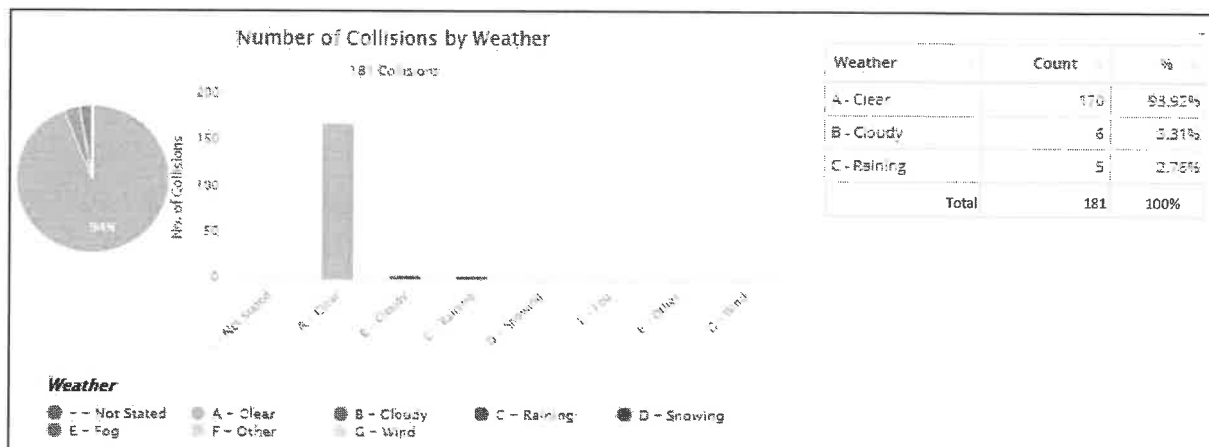


Figure 14: City of Huntington Park Number of Collisions by Weather

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



6.4 Motorcycle Collision Map & Data

The Motorcycle Collision Map below displays Fatal, Injury (Severe), Injury (Other Visible), and Injury (Complaint of Pain) motorcycle collisions that occurred in the City of Huntington Park depicting if there was alcohol involvement with the collisions or not.

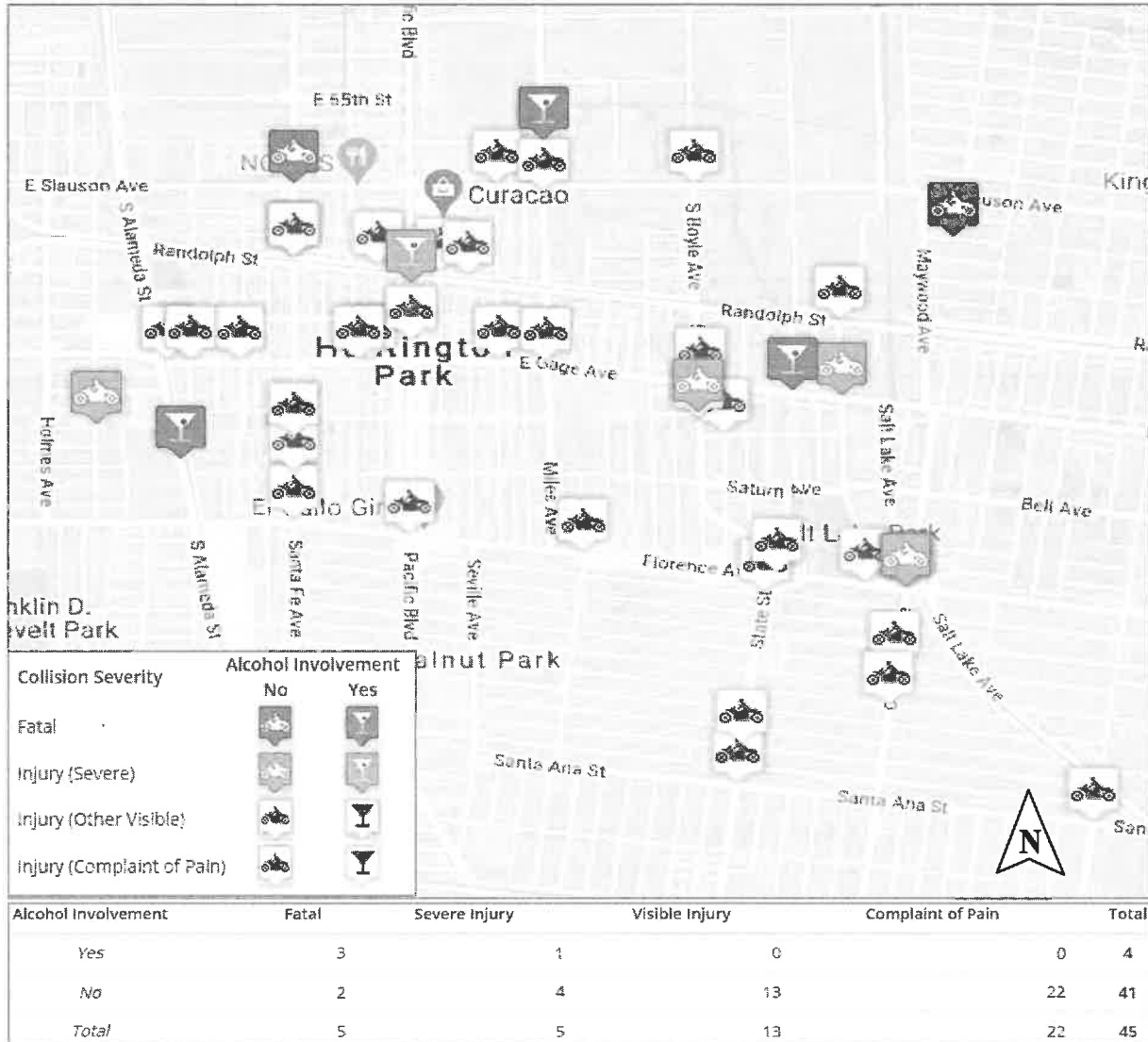


Figure 15: City of Huntington Park Motorcycle Collision Map

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

According to University of California, Berkeley Transportation Injury Mapping System (TIMS) Motorcycle Collision Map, 45 motorcycle collisions occurred in the City of Huntington Park between 2015 and 2020. 4 of the collisions had alcohol involvement (3 Fatal and 1 Severe Injury) and the remaining 41 collisions did not have alcohol involvement. Out of 41 non-alcoholic involvement collisions, 5 collisions were identified as Fatal, 5 were Severe Injury, 13 were Visible Injury, and 22 were Complaint of Pain.



6.5 Active Transportation Program (ATP) Summary Data & Maps

From 2015 to 2020 there has been 185 pedestrian collisions and 131 bicycle collisions. Out of the 185 pedestrian collisions, 8 were fatal, 16 were severe injury, 56 were visible injury, and 105 were complaint of pain. Out of the 131 bicycle collisions, 0 were fatal, 5 were severe injury, 62 were visible injury, and 64 were complaint of pain. The following figure displays the City's ATP heat map.



Figure 16: City of Huntington Park Active Transportation Heat Map

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



LOCAL ROAD SAFETY PLANS:

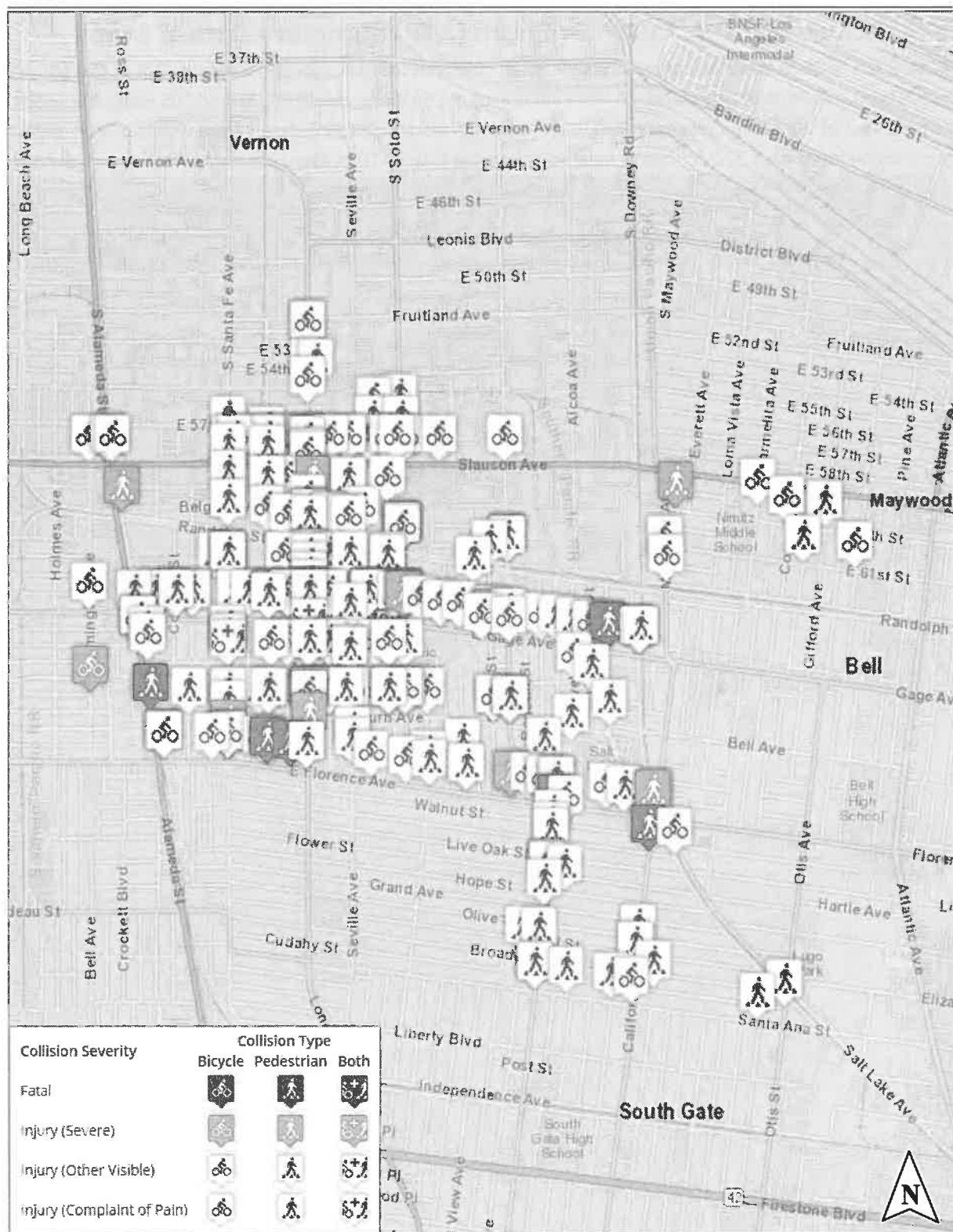


Figure 17: City of Huntington Park Active Transportation Program Specific Collision Map

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



7. Emphasis Areas

The project team identified five major emphasis areas for the City by utilizing the aforementioned analysis that included primary collision factors. The Strategic Highway Safety Plan (SHSP) addresses the “5 Es” of traffic safety: Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies. Each emphasis area utilizes the 5 Es addressed by SHSP, the following emphasis areas are discussed and analyzed in this section.

1. High Collision Intersections
2. High Collision Roadway Segments
3. Broadside Collisions Due to Automobile Right of Way
4. Rear End Collisions Due to Unsafe Speeds
5. Vehicle and Pedestrian Collisions Due to Pedestrian Right of Way & Pedestrian Violation.



7.1 High Collision Intersections

The most prominent emphasis area is high collision intersections since most of the collisions in the City of Huntington Park occurred on intersections. Each intersection has its own unique geometry therefore, an analysis of each of the prominent fourteen (14) intersections in the City of Huntington Park was concluded to understand the factors leading to collisions.



Education



- Conduct public information and education campaign for safety laws regarding a safe approach to an intersection.
- Raise awareness of the necessity of abiding by the traffic safety laws.



Engineering



- Identify and rank high collision intersections within the City every two to three years. Consider information obtained from public input and feedback regarding unreported collisions to supplement crash data.
- Evaluate the primary factors leading to collisions at high collision roadway segments.
- Develop and implement countermeasures to tackle those factors.
- Assess and report collision patterns before and after implementation of countermeasures and adjust as necessary.
- Maintain roadway signing and striping.
- Consider improving night time lighting.

Enforcement



- Prioritize patrol patterns at high risk intersections to monitor traffic law violations which include right of way violations, traffic signals and signs, unsafe speed, and DUI.
- When laws are enforced and awareness of abiding by traffic safety laws is raised, intersection collisions will reduce abundantly.

Emergency Medical Services



- Consider targeted training for responding to specific high collision intersections and immediate treatment of predominant injuries at those locations.

Emerging Technologies



- Upgrade to new methods of integrating multisource transportation data for developing different measurements of traffic safety for road users and identify safety issues associated with emerging electrical and automated vehicles.



7.2 High Collision Roadway Segments

Applying safety improvements to high collision roadway segments is also a necessity. Each roadway segment has its own unique geometry therefore, an analysis of each of the prominent six (6) roadway segments in the City of Huntington Park was concluded to understand the factors leading to collisions that occurred.



Education



- Conduct public information and education campaign for safety laws regarding safe speed, improper turning, unsafe lane change, and driving on the wrong side of the road.
- Raise awareness of the necessity of abiding by the traffic safety laws.



Source: Beverly Samperio, The Arrow

Engineering



- Identify and rank high collision roadway segments within the City every two to three years. Consider information obtained from public input and feedback regarding unreported collisions to supplement crash data.
- Evaluate the primary factors leading to collisions at high collision roadway segments.
- Develop and implement countermeasures to tackle those factors.
- Assess and report collision patterns before and after implementation of countermeasures and adjust as necessary.
- Maintain roadway signing and striping.
- Consider improving night time lighting.

Enforcement



- Prioritize patrol patterns at high collision roadway segments to monitor traffic law violations which include unsafe speed and improper turning.
- When laws are enforced and awareness of abiding by traffic safety laws is raised, roadway segment collisions will reduce abundantly.

Emergency Medical Services



- Consider targeted training for responding to specific high collision roadway segments and immediate treatment of predominant injuries at those locations.

Emerging Technologies



- Upgrade to new methods of integrating multisource transportation data for developing different measurements of traffic safety for road users and identify safety issues associated with emerging electrical and automated vehicles.



7.3 Broadside Collisions Due to Automobile Right of Way

Broadside collisions ranked the highest type of collisions with a total count of two hundred ten (210) collisions. Eighty percent (80%) of broadside collisions occurred due to the primary collision factor, automobile right of way. Most broadside and automobile right of way collisions occurred on intersections. Due to the abundant correspondence between broadside and automobile right of way collisions both broadside and automobile right of way collisions were analyzed simultaneously.



Education



- Conduct public information and education campaign for safety laws regarding yielding to an automobile that has the right of way.
- Raise awareness of the necessity of abiding by the traffic safety laws to avoid broadside collisions that occur mostly due to not giving an automobile the right of way.



Source: Johnstone & Gabhart Lawfirm

Engineering



- Identify locations where broadside collisions due to automobile right of way are occurring within the City every two to three years.
- Consider information obtained from public input and feedback regarding unreported collisions to supplement crash data.
- Develop and implement countermeasures to tackle broadside collisions due to automobile right of way.
- Assess and report collision patterns before and after implementation of countermeasures and adjust as necessary.
- Maintain roadway signing and striping.
- Consider improving night time lighting.

Enforcement



- Prioritize patrol patterns at high collision intersections where broadside collisions due to automobile right of way are occurring mostly to monitor traffic law violations which include the failure of not yielding to an automobile when it has the right of way.
- When laws are enforced and awareness of abiding by traffic safety laws and signs is raised, broadside collisions due to automobile right of way will reduce abundantly.

Emergency Medical Services



- Consider targeted training for responding to high collision intersections where broadside collisions due to automobile right of way are occurring mostly and immediate treatment of predominant injuries at those locations.

Emerging Technologies

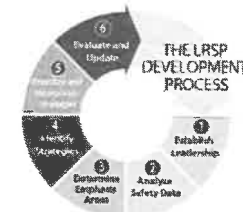


- Upgrade to new methods of integrating multisource transportation data for developing different measurements of traffic safety for road users and identify safety issues associated with emerging electrical and automated vehicles.



7.4 Rear End Collisions Due to Unsafe Speed

Rear End collisions ranked the second highest type of collisions with a total count of one hundred seventy-nine (179) collisions. Sixty-eight percent (68%) of rear end collisions occurred due to the primary collision factor, unsafe speed. Most rear end and unsafe speed collisions occurred on intersections while some unsafe speed collisions occurred on roadway segments. Due to the ample correspondence between rear end and unsafe speed collisions both rear end and unsafe speed collisions were analyzed simultaneously.



Education



- Conduct public information and education campaign for safety laws regarding maintaining a safe speed by driving at the posted speed limit.
- Raise awareness of the necessity of maintaining a safe speed while driving to avoid the consequences of rear end collisions.



Source: Atlanta Bicycle Coalition

Engineering



- Identify locations where rear end collisions due to unsafe speed are occurring within the City every two to three years.
- Consider information obtained from public input and feedback regarding unreported collisions to supplement crash data.
- Develop and implement countermeasures to tackle rear end collisions due to unsafe speed.
- Assess and report collision patterns before and after implementation of countermeasures and adjust as necessary.

Enforcement



- Prioritize patrol patterns at high speed locations specifically where rear end collisions due to unsafe speed are occurring to monitor traffic law violations which include the failure of not maintaining a safe speed while operating a vehicle.
- When laws are enforced and awareness of abiding by speed traffic safety laws and signs is raised, rear end collisions due to unsafe speed will reduce abundantly.

Emergency Medical Services



- Consider targeted training for responding to high speed locations specifically where rear end collisions are mostly occurring due to unsafe speed and immediate treatment of predominant injuries at those locations.

Emerging Technologies



- Upgrade to new methods of integrating multisource transportation data for developing different measurements of traffic safety for road users and identify safety issues associated with emerging electrical and automated vehicles.



7.5 Vehicle and Pedestrian Collisions Due to Pedestrian Right of Way and Pedestrian Violation

Vehicle and Pedestrian collisions ranked the third highest type of collisions with a total count of one hundred twenty-seven (127) collisions. Forty-one percent (41%) of vehicle and pedestrian collisions occurred due to the primary collision factor, pedestrian right of way while twenty-eight percent (28%) occurred due to the primary collision factor, pedestrian violation. Most vehicle and pedestrian collisions occurred on intersections. Vehicle and pedestrian collisions along with pedestrian right of way and pedestrian violation collisions were analyzed simultaneously due to the ample correspondence between them.



Education



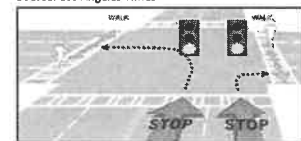
- Conduct public information and education campaign for safety laws and safety concepts regarding a safe active transportation system in the City.
- Raise awareness to the drivers to always watch for pedestrians and yield to them when they are permitted to utilize a pedestrian crosswalk even if the driver's corresponding traffic signal light is green.
- Raise awareness of the necessity of abiding by crossing a pedestrian crosswalk when permitted and not walking or crossing in a roadway that has traffic (jaywalking).



Source: Academies of Math & Science



Source: Los Angeles Times



Source: www.travelwithcareauburn.com

Engineering



- Identify locations where most vehicle and pedestrian collisions are occurring.
- Consider information obtained from public input and feedback regarding unreported collisions to supplement crash data.
- Develop and implement countermeasures to tackle vehicle and pedestrian collisions.
- Assess and report collision patterns before and after implementation of countermeasures and adjust as necessary.

Enforcement



- Prioritize patrol patterns at high vehicle and pedestrian collision locations to monitor traffic law violations such as not yielding to a pedestrian and jaywalking.
- When laws are enforced and awareness of abiding by pedestrian traffic safety laws is raised, vehicle and pedestrian collisions will reduce abundantly.

Emergency Medical Services



- Consider targeted training for responding to high vehicle and pedestrian collision locations and immediate treatment of predominant injuries at those locations.

Emerging Technologies



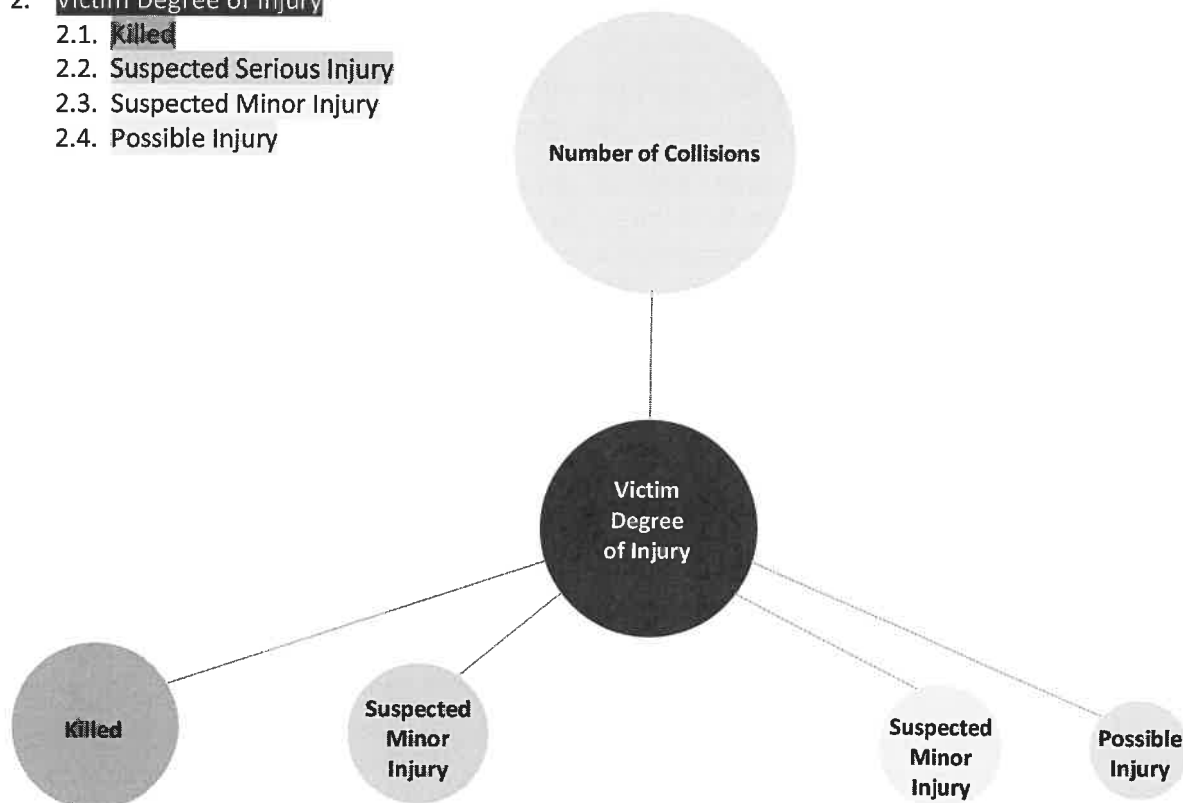
- Upgrade to new methods of integrating multisource transportation data for developing different measurements of traffic safety for road users and identify safety issues associated with emerging electrical and automated vehicles.



8. High Collision Locations Identification, Pattern Analysis, and Recommended Improvements

Minagar & Associates, Inc. has developed a list of fifty (50) intersections with the corresponding number of collisions and Victim Degree of Injury, the list is provided in Appendix A. However, as stated on Page 22 in the Caltrans Local Roadway Safety Manual, Version 1.5, April 2020, a list of the top 10 (or 20) intersections and roadway segments in a City should be developed; therefore, fourteen (14) intersections and six (6) roadway segments were identified as high collision locations. As part of the quantitative analysis, high collision intersections and roadway segments were identified and prioritized using the Crash Frequency methodology as described in the Local Roadway Safety Manual. Crash Frequency is defined as the number of crashes occurring within a determined study area. Minagar & Associates, Inc. took a further step and included the number of victims and their corresponding degree of injury for each intersection and roadway segment. As part of the qualitative analysis, Minagar & Associates, Inc. conducted a field assessment in the City of Huntington Park on November 1, 2021. The field visit mission, to study the characteristics and geometry of the existing roadway infrastructure, was accomplished successfully and conceptual plans were developed. For each of the identified high collision locations (intersections and roadway segments), prominent locations in the City were identified and ranked based on the following criteria:

1. Number of Collisions
2. Victim Degree of Injury
 - 2.1. Killed
 - 2.2. Suspected Serious Injury
 - 2.3. Suspected Minor Injury
 - 2.4. Possible Injury



Upon identifying and ranking prominent intersections and roadway segments, collisions were analyzed by identifying the Primary Collision Factor (PCF) that lead to the occurrence of each collision. Upon completion of the analysis, recommendations were developed as safety mitigation measures to



potentially mitigate similar collisions in the future. Countermeasures have been proposed in compliance with the California Manual on Uniform Traffic Control Devices (CAMUTCD).

It is important to utilize Crash Modification Factor (CMF) when identifying potential systemic safety improvements. The CMF method is found in Part D of the American Association of State Highway and Transportation Officials (AASHTO) Highway Safety Manual (HSM). CMFs are defined as the ratio of effectiveness of expected crashes with treatment in comparison to expected crashes without treatment. Furthermore, A CMF is a multiplicative factor used to determine the expected number of crashes after implementing the proposed countermeasures to ensure efficiency of utilizing and implementing the proposed countermeasures. Countermeasures with CMFs less than one are expected to reduce crashes. On the other hand, countermeasures with CMFs greater than one are expected to increase crashes. CMFs are calculated as follows:

CMF =	Expected Crashes WITH Treatment	CMF < 1.0	Expected to reduce crashes
	Expected Crashes WITHOUT Treatment	CMF = 1.0	Expected to have no impact on safety
		CMF > 1.0	Expected to increase crashes

A Crash Reduction Factor (CRF) is similar and related to a CMF but stated in different terms. A CRF is defined as a percentage of crash reduction that might be expected after the implementation of a given countermeasure at a specific site. CRFs are calculated as follows:

$$CRF = (1 - CMF) \times 100$$

Appropriate CMFs shall be used with caution. CMFs should be selected from the HSM Part D, the LRSM, or from the FHWA CMF Clearinghouse website (<http://www.cmfclearinghouse.org>). The following table displays the engineering countermeasure toolbox, it provides LRSM countermeasure identification or CMF ID, countermeasure name, crash type, CMF, CRF, and HSIP funding eligibility.

Table 2: City of Huntington Park Engineering Countermeasure Toolbox

LRSM No. ^[1]	Countermeasure Name	Crash Type			CMF ^[2]	CRF ^[3]	HSIP Funding Eligibility
		All	Night	Ped and Bike			
S02	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	X			0.85	15%	100%
S03	Improve signal timing (coordination, phases, red, yellow, or operation)	X			0.85	15%	50%
S10	Install flashing beacons as advance warning	X			0.70	30%	100%
CMF ID: 9892	Change permissive left turn phasing to protected/permissive	X			0.67	33%	100%
S21PB ^[4]	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)			X	0.4	60%	100%



NS06	Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs	X		0.85	15%	100%
NS07	Upgrade intersection pavement markings	X		0.75	25%	100%
NS14	Install raised median on approaches	X		0.75	25%	90%
R-OS ^[5]	Other safety improvements (signing and striping)	X		0.85	15%	100%

[1] Local Roadway Safety Manual Countermeasure Identification Number

- S: Signalized Intersection
- NS: Non-Signalized Intersection
- R: Roadway Segment

[2] Crash Modification Factor

[3] Crash Reduction Factor

[4] Crash Modification Factors Clearinghouse Countermeasure Identification Number

[5] Other safety improvements (signing and striping)

8.1 High Collision Intersections

High collision intersections are critical intersections that require the most analytical focus since it is anticipated that many collisions will occur within a high collision intersection based on its crash history. Table 3 displays the fourteen (14) most prominent intersections in terms of number of collisions in the City of Huntington Park. Table 4 displays the fourteen (14) prominent intersections with their ranking methodology. ***Minagar & Associates, Inc. has developed a list of fifty (50) intersections with the corresponding number of collisions and Victim Degree of Injury, the list is provided in Appendix A. However, as stated on Page 22 in the Caltrans Local Roadway Safety Manual, Version 1.5, April 2020, a list of the top 10 (or 20) intersections and roadway segments in a City should be developed; therefore, fourteen (14) intersections and six (6) roadway segments were identified as high collision locations.***

Table 3: List of High Collision Intersections

Intersection Ranking Number*	Intersection	Control	Number of Collisions**
1	California Ave/Salt Lake Ave & Florence Ave	Signalized	22
2	Gage Ave & Pacific Blvd	Signalized	20
3	Gage Ave & State St	Signalized	17
4	Miles Ave/Soto St & Slauson Ave	Signalized	15
5	Gage Ave & Miles Ave	Signalized	14
6	Gage Ave & Santa Fe Ave	Signalized	14
7	Pacific Blvd & Slauson Ave	Signalized	14
8	Gage Ave & Rugby Ave	Signalized	14
9	Florence Ave & State St	Signalized	13
10	Alameda St & Randolph St	Unsignalized	12
11	Hope St & State St	Signalized	12
12	Randolph St & Santa Fe Ave	Signalized	12
13	Florence Ave & Santa Fe Ave	Signalized	12
14	Saturn Ave & Miles Ave	Signalized	12

* Intersection Ranking Number is based on the number of contiguous collisions in each intersection within a distance of 250 feet.

** Total Number of Collisions during the 5-year period between December 31, 2015 and December 31, 2020.





Table 4: Intersection Number of Collisions and Ranking in the City of Huntington Park

Intersection Ranking Number*	Intersection	Number of Collisions**	Victim Degree of Injury			
			Killed	Suspected Serious Injury	Suspected Minor Injury	Possible Injury
1	California Ave/Salt Lake Ave & Florence Ave	22	0	1	7	21
2	Gage Ave & Pacific Blvd	20	0	0	8	19
3	Gage Ave & State St	17	0	0	3	16
4	Miles Ave/Soto St & Slauson Ave	15	0	1	6	12
5	Gage Ave & Miles Ave	14	0	2	3	11
6	Gage Ave & Santa Fe Ave	14	0	2	2	12
7	Pacific Blvd & Slauson Ave	14	0	1	3	16
8	Gage Ave & Rugby Ave	14	0	1	3	15
9	Florence Ave & State St	13	0	0	3	13
10	Alameda St & Randolph St	12	1	2	3	10
11	Hope St & State St	12	1	0	3	14
12	Randolph St & Santa Fe Ave	12	0	2	8	13
13	Florence Ave & Santa Fe Ave	12	0	1	2	18
14	Saturn Ave & Miles Ave	12	0	1	7	21

* Intersection Ranking Number is based on the number of contiguous collisions in each intersection within a distance of 250 feet.

** Total Number of Collisions during the 5-year period between December 31, 2015 and December 31, 2020.



8.1.1 Intersection 1: California Ave and Florence Ave

Table 5: Intersection 1 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
8		Unsafe Speed
6		Traffic Signals and Signs
3		Driving or Bicycling Under the Influence of Alcohol
1		Wrong Side of the Road
1		Automobile Right of Way
1		Pedestrian Right of Way
1		Other than Driver (or Pedestrian)
1		Unknown
Total	22	

Pattern: Eastbound and Westbound drivers are mostly at fault, failing to maintain a safe speed and stop at the traffic signal.

High Collision Recommendations:

1. Replace or upgrade signal back-plates with retroreflective border.
2. Install brand new 12" signal heads.
3. Install signal ahead sign (W3-3) supplemented with a flashing beacon.
4. Install R2-1 (35 MPH).
5. Repaint intersection pavement marking.
6. Restripe intersection traffic striping within 300 ft radius of intersection center.
7. Replace controller with 2070 and battery backup.
8. Install new 4" conduit.
9. Install new wiring.

Pedestrian and Bicyclist Recommendations:

10. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

According to the Transportation Impact Analysis Report included in the Draft Environmental Impact Report (EIR) (July 2021) for the West Santa Ana Branch Transit Corridor Project, this intersection is identified as one of the key intersections due to the potential adverse impact the future rail would have on the subject intersection.

How will these recommendations improve this intersection?

A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. Installing a signal ahead sign supplemented with a flashing beacon will serve as an advance warning that a traffic signal is ahead. The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. Repainting pavement and striping enhances safety by offering more visibility of pavement markings and lane boundaries. The 2070 signal controller supports a variety of applications through modular design, it would upgrade this existing intersection to a higher performance platform without replacing cabinet hardware. A battery backup increases the public safety and reduces traffic congestion by allowing traffic lights to function even during a power failure. New 4" conduit and new wiring provide a waterproof and long life conduit wiring system. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7



seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.

8.1.2 Intersection 2: Gage Ave & Pacific Blvd

Table 6: Intersection 2 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
	4	Traffic Signals and Signs
	4	Pedestrian Violation
	3	Pedestrian Right of Way
	3	Improper Turning
	2	Unsafe Speed
	2	Automobile Right of Way
	1	Wrong Side of the Road
	1	Other Equipment
Total	20	

Pattern: Broadside collisions due to drivers not abiding by traffic signals and signs. Some pedestrians are not given the right of way while others are violating the automobile right of way.

High Collision Recommendations:

1. Review and update signal clearance timing as necessary.
2. Replace or upgrade signal back-plates with retroreflective border.
3. Install brand new 12" signal heads.
4. Repaint intersection pavement marking.
5. Restripe intersection traffic striping within 300 ft radius of intersection center.
6. Split phase based on 8-hour turning movement counts.
7. Replace controller with 2070 and battery backup.
8. Install new 4" conduit.
9. Install new wiring.
10. Replace video detection cameras.

Pedestrian Recommendations:

11. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

How will these recommendations improve this intersection?

Certain timing, phasing, and control strategies can produce safer traffic travelling situations. A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. Repainting pavement and striping enhances safety by offering more visibility of pavement markings and lane boundaries. Split phasing eliminates conflicts between turning vehicles and pedestrians. The 2070 signal controller supports a variety of applications through modular design, it would upgrade this existing intersection to a higher performance platform without replacing cabinet hardware. A battery backup increases the public safety and reduces traffic congestion by allowing traffic lights to function even during a power failure. New 4" conduit and new wiring provide a waterproof and long life conduit wiring system. High performance



video detection cameras help monitor the traffic and help determine the lights' timing. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.

8.1.3 Intersection 3: Gage Ave & State St

Table 7: Intersection 3 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
	5	Automobile Right of Way
	3	Traffic Signals and Signs
	3	Improper Turning
	2	Pedestrian Right of Way
	2	Unknown
	1	Unsafe Speed
	1	Driving or Bicycling Under the Influence of Alcohol or Drug
Total	17	

Pattern: Broadside collisions due to drivers not yielding to oncoming traffic when making a left turn on Gage Ave & State St.

High Collision Recommendations:

1. Review and update signal clearance timing as necessary.
2. Install "Left Turn Yield on Green" (R10-12) on traffic signals.
3. Replace or upgrade signal back-plates with retroreflective border.
4. Install brand new 12" signal heads.
5. Repaint intersection pavement marking.
6. Restripe intersection traffic striping within 300 ft radius of intersection center.
7. Install new loops.
8. Replace/Upgrade signage to prohibit turns by trucks.

Pedestrian and Bicyclist Recommendations:

9. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

How will these recommendations improve this intersection?

Certain timing, phasing, and control strategies can produce safer traffic travelling situations. A "Left Turn Yield on Green" sign will act as a cautious element that informs the driver to yield when turning left to enhance safety when the driver turns left. A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. Repainting pavement and striping enhances safety by offering more visibility of pavement markings and lane boundaries. High performance loops detect traffic and help traffic to flow better. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.1.4 Intersection 4: Miles Ave/Soto St & Slauson Ave

Table 8: Intersection 4 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
7		Unsafe Speed
4		Automobile Right of Way
1		Improper Turning
1		Traffic Signals and Signs
1		Wrong Side of the Road
1		Other Improper Driving
Total	15	

Pattern: Broadside and rear-end collisions due to drivers driving at an unsafe speed. Broadside collisions are also occurring due to road users not giving automobile the right of way.

High Collision Recommendations:

1. Install R2-1 (25 MPH)
2. Review and update traffic signal clearance timing.
3. Replace or upgrade signal back-plates with retroreflective border.
4. Install brand new 12" signal heads.
5. Convert to protected permissive phasing based on 8-hour turning movement counts.
6. Repaint intersection pavement marking.
7. Restripe intersection traffic striping within 300 ft radius of intersection center.

Pedestrian and Bicyclist Recommendations:

8. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

How will these recommendations improve this intersection?

The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. Certain timing, phasing, and control strategies can produce safer traffic travelling situations. A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. Protected permissive phasing increases the efficiency of traffic flow by permitting left turning movements through gaps in the opposing traffic. Repainting pavement and striping enhances safety by offering more visibility of pavement markings and lane boundaries. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.1.5 Intersection 5: Gage Ave & Miles Ave

Table 9: Intersection 5 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions	Primary Collision Factor
5	Pedestrian Right of Way
2	Driving or Bicycling Under the Influence of Alcohol or Drug
2	Other Hazardous Violation
1	Unsafe Speed
1	Traffic Signals and Signs
1	Automobile Right of Way
1	Pedestrian Violation
1	Unknown
Total	14

Pattern: Drivers are not yielding to pedestrians.

High Collision Recommendations:

1. Replace or upgrade signal back-plates with retroreflective border.
2. Install brand new 12" signal heads.
3. Install signal ahead sign (W3-3) supplemented with a flashing beacon.
4. Install no turn on red during school and peak hours sign (R10-11 & R10-20aP).
5. Replace controller with 2070 and battery backup.
6. Convert to protected permissive phase based on 8-hour turning movement counts.
7. Repaint intersection pavement marking.

Pedestrian Recommendations:

8. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

How will these recommendations improve this intersection?

A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. Installing a signal ahead sign supplemented with a flashing beacon will serve as an advance warning that a traffic signal is ahead. No turning on red improves pedestrian safety and reduces collisions. The 2070 signal controller supports a variety of applications through modular design, it would upgrade this existing intersection to a higher performance platform without replacing cabinet hardware. A battery backup increases the public safety and reduces traffic congestion by allowing traffic lights to function even during a power failure. Protected permissive phasing increases the efficiency of traffic flow by permitting left turning movements through gaps in the opposing traffic. Repainting pavement and striping enhances safety by offering more visibility of pavement markings and lane boundaries. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.1.6 Intersection 6: Gage Ave & Santa Fe Ave

Table 10: Intersection 6 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
	5	Automobile Right of Way
	3	Unsafe Speed
	3	Improper Turning
	1	Traffic Signals and Signs
	1	Driving or Bicycling Under the Influence of Alcohol or Drug
	1	Unknown
Total	14	

Pattern: Drivers are failing to give automobile right of way and maintain a safe speed. Drivers are also making improper turns.

High Collision Recommendations:

1. Replace or upgrade signal back-plates with retroreflective border.
2. Install brand new 12" signal heads.
3. Install R2-1 (30 MPH).
4. Replace video detection cameras.
5. Repaint intersection pavement marking.
6. Restripe intersection traffic striping within 300 ft radius of intersection center.
7. Prohibit right-turns by trucks.

Notes:

1. Minagar & Associates, Inc. conducted a truck turning template for this intersection and it was concluded that according to the truck turning templates provided in **Appendix B**, trucks do not have the sufficient spacing to make a right turn. Therefore, it is recommended to prohibit right turning for trucks at this intersection.

How will these recommendations improve this intersection?

A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. High performance video detection cameras help monitor the traffic and help determine the lights' timing. Repainting pavement and striping enhances safety by offering more visibility of pavement markings and lane boundaries.



8.1.7 Intersection 7: Pacific Blvd & Slauson Ave

Table 11: Intersection 7 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
5		Unsafe Speed
3		Traffic Signals and Signs
2		Driving or Bicycling Under the Influence of Alcohol
1		Wrong Side of Road
1		Unsafe Lane Change
1		Automobile Right of Way
1		Pedestrian Right of Way
Total	14	

Pattern: Drivers are failing to maintain a safe speed and abide by traffic signals and signs

High Collision Recommendations:

1. Replace or upgrade signal back-plates with retroreflective border.
2. Install brand new 12" signal heads.
3. Install R2-1 (35 MPH).
4. Install R2-1 (25 MPH).
5. Convert to protected permissive phasing based on 8-hour turning movement counts.
6. Replace video detection cameras.

Pedestrian and Bicyclist Recommendations:

7. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

How will these recommendations improve this intersection?

A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. Protected permissive phasing increases the efficiency of traffic flow by permitting left turning movements through gaps in the opposing traffic. High performance video detection cameras help monitor the traffic and help determine the lights' timing. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.1.8 Intersection 8: Gage Ave & Rugby Ave

Table 12: Intersection 8 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
4		Traffic Signals and Signs
4		Unknown
3		Unsafe Speed
1		Pedestrian Violation
1		Other Hazardous Material
1		Unsafe Starting or Backing
Total	14	

Pattern: Drivers are failing to yield to oncoming traffic and are not maintaining a safe speed.

High Collision Recommendations:

1. Replace or upgrade signal back-plates with retroreflective border.
2. Install brand new 12" signal heads.
3. Install R2-1 (30 MPH).
4. Install R2-1 (25 MPH).
5. Review and update traffic signal clearance timing (increase all red to 2 seconds).

How will these recommendations improve this intersection?

A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. Certain timing, phasing, and control strategies can produce safer traffic travelling situations.



8.1.9 Intersection 9: Florence Ave & State St

Table 13: Intersection 9 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
7		Unsafe Speed
3		Improper Turning
1		Automobile Right of Way
1		Pedestrian Right of Way
1		Traffic Signals and Signs
Total	13	

Pattern: Drivers are not maintaining a safe speed and are making improper turning.

High Collision Recommendations:

1. Review and update signal clearance timing as necessary.
2. Replace or upgrade signal back-plates with retroreflective border.
3. Install R2-1 (35 MPH).
4. Install R2-1 (30 MPH).

Pedestrian and Bicyclist Recommendations:

5. Modify signal phasing to implement a Leading Pedestrian Interval (LPI)

How will these recommendations improve this intersection?

Certain timing, phasing, and control strategies can produce safer traffic travelling situations. A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.1.10 Intersection 10: Alameda St & Randolph St

Table 14: Intersection 10 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
8		Traffic Signals and Signs
2		Driving or Bicycling Under the Influence of Alcohol
1		Pedestrian Right of Way
1		Improper Turning
Total	12	

Pattern: Northbound and Southbound drivers are mostly at fault failing to stop or yield to the Eastbound and Westbound traffic on Randolph Street.

High Collision Recommendations:

1. Remove existing traffic control device.
2. Remove existing crosswalk.
3. Install raised median.
4. Install "One Way" sign R6-1 (R).
5. Install "Right Turn Only" sign below existing R1-1 sign.
6. Install type I 18'-0" arrow.
7. Install type IV (R) arrow.
8. Remove pedestrian ramp.
9. Install "No Pedestrian Crossing" sign (R9-3a) & "Use Crosswalk" plaque (R9-3bp)
10. Install "Keep Clear" legend.
11. Install white traffic striping.
12. Repaint intersection pavement.
13. Restripe intersection traffic striping within 300 ft radius of intersection center.

Pedestrian and Bicyclist Recommendations:

14. Modify signal phasing to implement a Leading Pedestrian Interval (LPI)

According to the Transportation Impact Analysis Report included in the Draft Environmental Impact Report (EIR) (July 2021) for the West Santa Ana Branch Transit Corridor Project, this intersection is identified as one of the key intersections due to the potential adverse impact the future rail would have on the subject intersection.

How will these recommendations improve this intersection?

All twelve (12) collisions occurred on the eastern section of the intersection because northbound and southbound drivers were mostly at fault by failing to stop or yield to eastbound and westbound traffic therefore, the eastern section of the intersection is mainly emphasized. Minagar & Associates, Inc. recommends installing a raised median along Randolph St to prevent northbound and southbound Alameda St drivers from driving straight (north or south) onto the intersection. In other words, northbound and southbound Alameda St drivers will have the only option of turning right onto Randolph St and not proceeding straight. Two signs in addition to the raised median would prevent the northbound and southbound Alameda St drivers from driving straight into the raised median. The first is the "One Way" sign, it shall serve as an indication that this street (Randolph St) is one way. The second is the "Right Turn Only" sign, it shall inform the driver that



only a right turn can be made. Furthermore, three elements would prevent northbound and southbound drivers from driving straight, those are the raised median, "One Way" sign, and "Right Turn Only" sign. As part of changing the intersection's geometry and installing a raised median, existing traffic control devices such as signs, pavements, and striping need to be removed accordingly. Conversely, proposed traffic control devices such as signs, pavements, and striping need to be installed accordingly. Due to the future West Santa Ana Branch Transit Corridor Project which is forecasted to open in year 2041, the pedestrian crosswalk as well as the pedestrian ramp along Alameda St on the eastern section of the intersection shall be removed to eliminate potential fatalities as a result of pedestrians utilizing the subject crosswalk. Installing "No Pedestrian Crossing" sign and "Use Crosswalk" plaque informs the pedestrian with the intent to cross to not cross the subject crosswalk and instead use the crosswalk along Alameda St on the western section of the intersection. Installing a "Keep Clear" pavement legend can improve the traffic flow by not blocking the intersection as westbound Randolph St drivers approach the intersection. The installation of the white striping as a continuous striping lane would enhance safety to the traveling eastbound Randolph St traffic and the northbound Alameda St right turning traffic. Repainting pavement and striping enhances safety by offering more visibility of pavement markings and lane boundaries. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.1.11 Intersection 11: Hope St & State St

Table 15: Intersection 11 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
5		Automobile Right of Way
2		Unsafe Speed
1		Improper Turning
1		Pedestrian Right of Way
1		Traffic Signals and Signs
1		Other Hazardous Violation
1		Unknown
Total	12	

Pattern: Road users are not giving the automobile the right of way and other drivers are not maintaining a safe speed.

High Collision Recommendations:

1. Review and update signal clearance timing as necessary.
2. Install "Left Turn Yield on Green" (R10-12) on traffic signals.
3. Install R2-1 (35 MPH).
4. Replace or upgrade signal back-plates with retroreflective border.
5. Upgrade 8" signal heads to 12" signal heads.
6. Split phase based on 8-hour turning movement counts.
7. Replace controller with 2070 and battery backup.
8. Install new wiring.

Pedestrian and Bicyclist Recommendations:

9. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

How will these recommendations improve this intersection?

Certain timing, phasing, and control strategies can produce safer traffic travelling situations. A "Left Turn Yield on Green" sign will act as a cautious element that informs the driver to yield when turning left to enhance safety when the driver turns left. The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. Split phasing eliminates conflicts between turning vehicles and pedestrians. The 2070 signal controller supports a variety of applications through modular design, it would upgrade this existing intersection to a higher performance platform without replacing cabinet hardware. A battery backup increases the public safety and reduces traffic congestion by allowing traffic lights to function even during a power failure. New 4" conduit and new wiring provide a waterproof and long life conduit wiring system. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.1.12 Intersection 12: Randolph St & Santa Fe Ave

Table 16: Intersection 12 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions	Primary Collision Factor
4	Traffic Signals & Signs
3	Driving or Bicycling Under the Influence of Alcohol
2	Automobile Right of Way
1	Pedestrian Right of Way
1	Unsafe Speed
1	Unknown
Total	12

Pattern: Drivers are not abiding by traffic signals and signs and are not giving automobile right of way.

High Collision Recommendations:

1. Review and update signal clearance timing as necessary.
2. Install R2-1 (35 MPH).
3. Replace or upgrade signal back-plates with retroreflective border.
4. Install brand new 12" signal heads.
5. Repaint intersection pavement.
6. Restripe intersection traffic striping within 300 ft radius of intersection center.
7. Replace controller with 2070 and battery backup.
8. Install new 4" Conduit.
9. Install new wiring.

Pedestrian and Bicyclist Recommendations:

10. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

According to the Transportation Impact Analysis Report included in the Draft Environmental Impact Report (EIR) (July 2021) for the West Santa Ana Branch Transit Corridor Project, this intersection is identified as one of the key intersections due to the potential adverse impact the future rail would have on the subject intersection.

How will these recommendations improve this intersection?

Certain timing, phasing, and control strategies can produce safer traffic travelling situations. The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. When compared to 8" signal heads, 12" signal heads also provide a better visibility of the intersection's traffic signals to the approaching driver. Repainting pavement and striping enhances safety by offering more visibility of pavement markings and lane boundaries. The 2070 signal controller supports a variety of applications through modular design, it would upgrade this existing intersection to a higher performance platform without replacing cabinet hardware. A battery backup increases the public safety and reduces traffic congestion by allowing traffic lights to function even during a power failure. New 4" conduit and new wiring provide a waterproof and long life conduit wiring system. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.1.13 Intersection 13: Florence Ave & Santa Fe Ave

Table 17: Intersection 13 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
4		Automobile Right of Way
3		Traffic Signals and Signs
2		Unknown
1		Unsafe Speed
1		Improper Turning
1		Pedestrian Right of Way
Total	12	

Pattern: Failure to give automobile right of way and abide by traffic signals and signs.

High Collision Recommendations:

1. Review and upgrade signal clearance timing as necessary.
2. Install R2-1 (35 MPH).
3. Replace or upgrade signal back-plates with retroreflective border.
4. Repaint intersection pavement.
5. Restripe intersection traffic striping within 300 ft radius of intersection center.

Pedestrian and Bicyclist Recommendations:

6. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

It is to be noted that 50% of this intersection is shared with the County of Los Angeles; therefore, Los Angeles County coordination is needed to upgrade to LA County standard.

How will these recommendations improve this intersection?

Certain timing, phasing, and control strategies can produce safer traffic travelling situations. The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. Repainting pavement and striping enhances safety by offering more visibility of pavement markings and lane boundaries. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.1.14 Intersection 14: Saturn Ave & Miles Ave

Table 18: Intersection 14 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
5		Traffic Signals and Signs
3		Unsafe Speed
1		Improper Turning
1		Automobile Right of Way
1		Pedestrian Right of Way
1		Pedestrian Violation
Total	12	

Pattern: Drivers are not abiding by traffic signals and are not maintaining a safe speed.

High Collision Recommendations:

1. Review and upgrade signal clearance timing as necessary.
2. Install "Left Turn Yield on Green" (R10-12) on traffic signals.
3. Install R2-1 (35 MPH).
4. Replace or upgrade signal back-plates with retroreflective border.
5. Install no turn on red during school and peak hours sign (R10-11 & R10-20aP).

Pedestrian and Bicyclist Recommendations:

6. Modify signal phasing to implement a Leading Pedestrian Interval (LPI).

How will these recommendations improve this intersection?

Certain timing, phasing, and control strategies can produce safer traffic travelling situations. A "Left Turn Yield on Green" sign will act as a cautious element that informs the driver to yield when turning left to enhance safety when the driver turns left. The speed limit sign is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. A clear retroreflective border provides a better visibility of intersection traffic signals as the driver tends to approach the intersection. No turning on red improves pedestrian safety and reduces collisions. A leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. Therefore, a leading pedestrian interval enhances the safety of pedestrians by reducing conflicts between pedestrians and vehicles.



8.2 High Collision Roadway Segments

High collision roadway segments are critical segments that require focus since it is anticipated that many collisions will occur within a high collision roadway segment based its crash history. The following table displays the six (6) most prominent roadway segments in the City of Huntington Park. **As stated on Page 22 in the Caltrans Local Roadway Safety Manual, Version 1.5, April 2020, a list of the top 10 (or 20) intersections and roadway segments in a City should be developed; therefore, fourteen (14) intersections and six (6) roadway segments were identified as high collision locations.**

Table 19: List of High Collision Roadway Segments

Roadway Segment Ranking Number*	Roadway Segment**	Number of Collisions***
1	Pacific Blvd from Slauson Ave to Belgrave Ave	5
2	Alameda St from E 67 th St to Hawkins Cir	4
3	Slauson Ave from Miles Ave/Soto St to Bickett St	4
4	Slauson Ave from Alameda St to Santa Fe Ave	3
5	Slauson Ave from Bickett St to State St/Boyle Ave	3
6	Pacific Blvd from Gage Ave to Clarendon Ave	2

* Roadway Segment Ranking Number is based on the number of collisions that occurred on a roadway segment.

** The average length of a roadway segment in the City of Huntington Park is approximately 1,000 feet.

*** Total Number of Collisions during the 5-year period between December 31, 2015 and December 31, 2020.

Table 20: Roadway Segment Number of Collisions and Ranking in the City of Huntington Park

Roadway Segment Ranking Number*	Roadway Segment	Number of Collisions**	Victim Degree of Injury			
			Killed	Suspected Serious Injury	Suspected Minor Injury	Possible Injury
1	Pacific Blvd from Slauson Ave to Belgrave Ave	5	0	0	0	10
2	Alameda St from E 67 th St to Hawkins Cir	4	2	0	0	4
3	Slauson Ave from Miles Ave/Soto St to Bickett St	4	0	0	2	2
4	Slauson Ave from Alameda St to Santa Fe Ave	3	1	0	0	2
5	Slauson Ave from Bickett St to State St/Boyle Ave	3	0	0	0	5
6	Pacific Blvd from Gage Ave to Clarendon Ave	2	0	0	1	1

* Roadway Segment Ranking Number is based on the number of collisions that occurred on a roadway segment.

** Total Number of Collisions during the 5-year period between December 31, 2015 and December 31, 2020.



8.2.1 Roadway Segment 1: Pacific Blvd from Slauson Ave to Belgrave Ave

Table 21: Roadway Segment 1 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
	2	Improper Turning
	2	Automobile Right of Way
	1	Unknown
Total	5	

Pattern: This roadway segment is a two-way roadway with a two-way left turn lane (TWLT) left turn center lane which is causing collisions to occur as a result of mistakes committed by drivers.

High Collision Recommendations:

1. Remove roadway segment center lane traffic striping.
2. Install double yellow traffic striping.
3. Install type IV (L) arrow.
4. Install speed limit pavement marking (25).

How will these recommendations improve this roadway segment?

Many collisions occurred as a result of drivers making left turns. Is it recommended that traffic limitations to be set on some of the left turning approaches to reduce broadside collisions. The proposed geometric change is shown on the conceptual plan for this intersection. The speed limit pavement marking is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly.

8.2.2 Roadway Segment 2: Alameda St from E 67th St to Hawkins Cir

Table 22: Roadway Segment 2 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
	1	Wrong Side of Road
	1	Other Hazardous Violation
	1	Pedestrian Violation
	1	Driving or Bicycling Under the Influence of Alcohol or Drug
Total	4	

Pattern: Predominately, drivers either drove on the wrong side of the road or stopped on the road.

High Collision Recommendations:

1. Install R2-1 (40 MPH).
2. Install speed limit pavement marking (40).

How will these recommendations improve this roadway segment?

The speed limit sign and pavement marking is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly.



8.2.3 Roadway Segment 3: Slauson Ave from Miles Ave/Soto St to Bickett St

Table 23: Roadway Segment 3 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
3		Unsafe Speed
1		Unknown
Total	4	

Pattern: Drivers are not maintaining a safe speed.

High Collision Recommendations:

1. Install R2-1 (35 MPH).
2. Install speed limit pavement marking (35).

How will these recommendations improve this roadway segment?

The speed limit sign and pavement marking is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly.

8.2.4 Roadway Segment 4: Slauson Ave from Alameda St to Santa Fe Ave

Table 24: Roadway Segment 4 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
2		Unsafe Lane Change
1		Improper Turning
Total	3	

Pattern: Rear end collisions as a result of drivers changing lanes and colliding into parked vehicles.

High Collision Recommendations:

1. Install R2-1 (35 MPH).
2. Install speed limit pavement marking (35).
3. Repaint pavement marking.

How will these recommendations improve this roadway segment?

The speed limit sign and pavement marking is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. Repainting pavement marking enhances safety by offering more visibility of pavement markings.



8.2.5 Roadway Segment 5: Slauson Ave from Bickett St to State St/Boyle Ave

Table 25: Roadway Segment 5 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
2		Automobile Right of Way
1		Unsafe Speed
Total	3	

Pattern: Drivers are either not waiting for a safe gap by stopping on the stop bar or speeding.

High Collision Recommendations:

1. Remove existing damaged stop sign
2. Install a new R1-1 stop sign.
3. Install R2-1 (35 MPH).
4. Install speed limit pavement marking (35).
5. Repaint pavement marking.
6. Restripe traffic striping.

How will these recommendations improve this roadway segment?

The replacement of the existing damaged stop sign with a brand new stop sign will enhance safety by allowing more visibility to the driver. The speed limit sign and pavement marking is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly. Repainting pavement marking and traffic striping enhances safety by offering more visibility of pavement markings and traffic striping.

8.2.6 Roadway Segment 6: Pacific Blvd from Gage Ave to Clarendon Ave

Table 26: Roadway Segment 6 Number of Collisions and Corresponding Primary Collision Factor

Number of Collisions		Primary Collision Factor
1		Unsafe Speed
1		Improper Turning
Total	2	

Pattern: Driver did not maintain a safe speed.

High Collision Recommendations:

1. Install speed limit pavement marking (25).

How will these recommendations improve this roadway segment?

The speed limit pavement marking is designated to inform the driver not to exceed the speed limit. When drivers drive at the designated safe speed, collisions will reduce abundantly.



9. Collision Diagrams, Preliminary Conceptual Plans for Recommended Improvements at High Collision Intersections and High Collision Roadway Segments, Cost Estimates, and Benefit Cost Ratios

At each of the aforementioned high collision intersections and roadway segments, the collision patterns have been evaluated and countermeasures to those patterns have been developed through a preliminary conceptual plan and the preliminary cost of those measures has been estimated. This section of this report summarize those results.

This Local Safety Plan is funded through a Highway Safety Improvement Program (HSIP) grant from the California Department of Transportation (Caltrans). HSIP grant funding is prioritized and awarded based on the grant funding's economic effectiveness, which is established by a benefit to cost ratio. Under the current HSIP call for projects, the minimum Benefit to Cost Ratio is 3.5. A summary of the benefit to cost ratios is provided in this section. Project cost estimates are calculated on a line item basis using the Caltrans Contract Cost Database. In some cases, recent construction bids and benefit values are calculated based on Caltrans established countermeasure values.

Depending on the City's priorities, it is highly recommended that multiple projects as provided below are grouped into one HSIP application to maximize potential funding allocations.



9.1 High Collision Intersections

9.1.1 Intersection 1: California Ave/Salt Lake Ave & Florence Ave

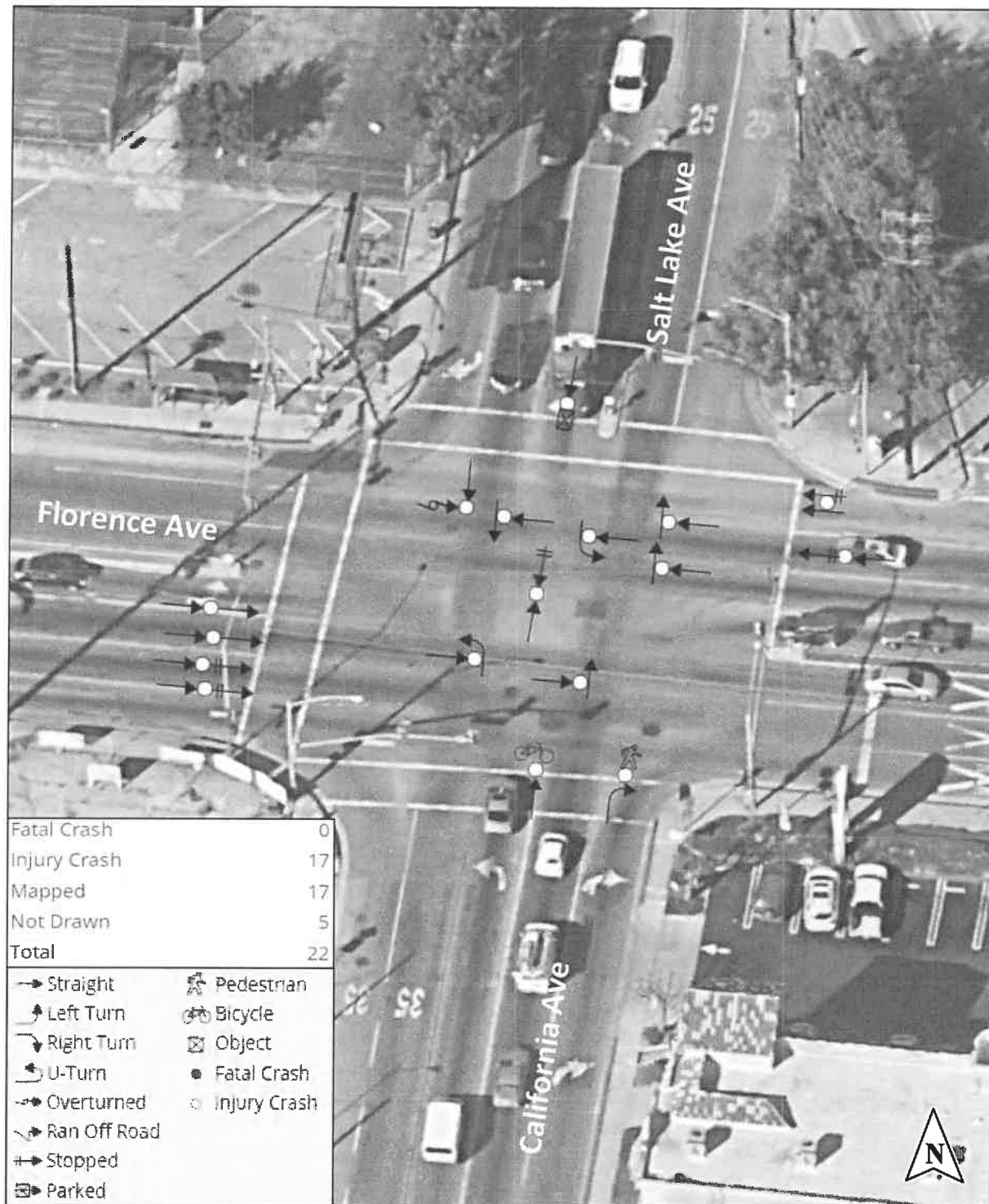


Figure 18: Intersection 1 Collision Diagram (22 Collisions)

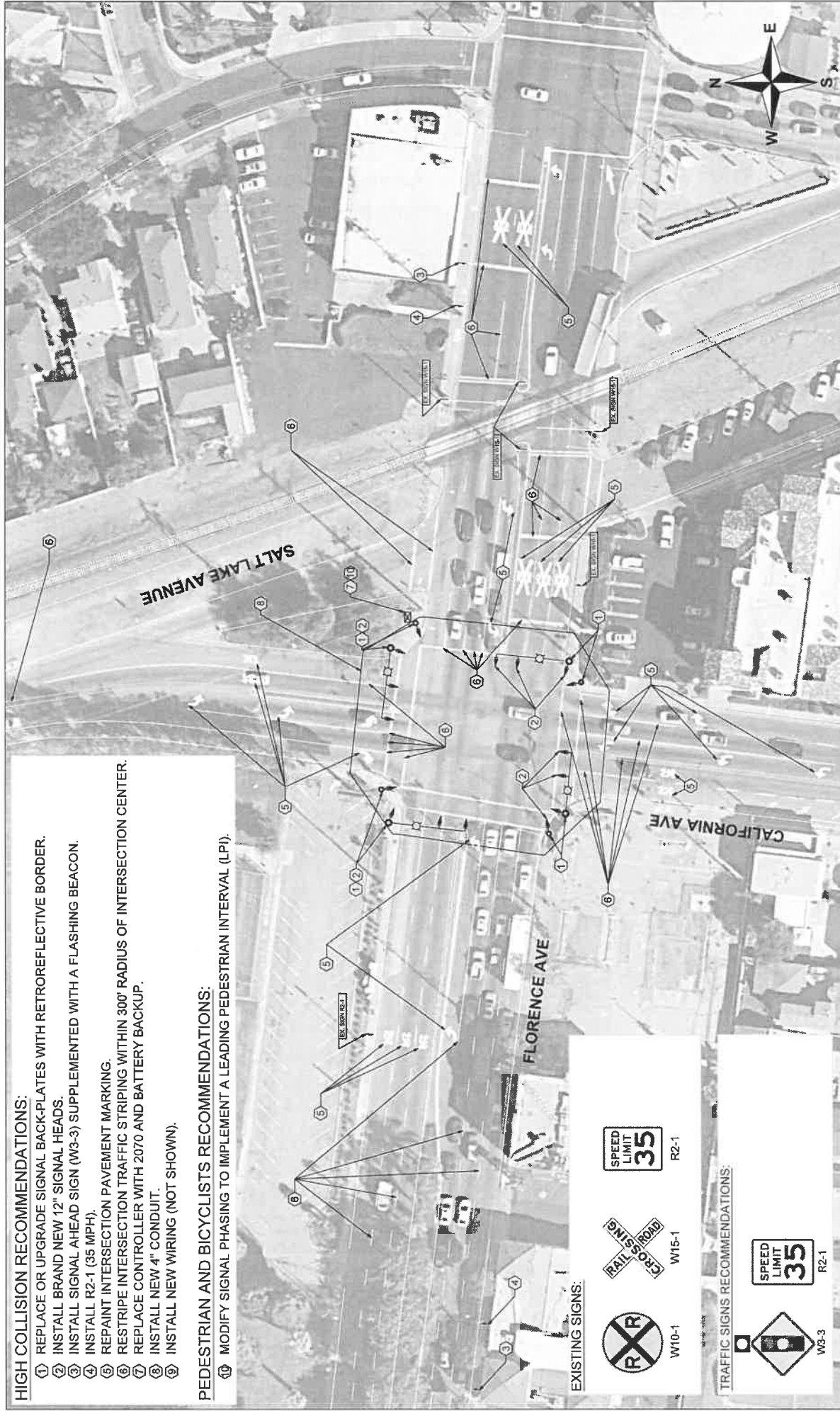
Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

HIGH COLLISION RECOMMENDATIONS:

- ① REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- ② INSTALL BRAND NEW 12" SIGNAL HEADS.
- ③ INSTALL SIGNAL AHEAD SIGN (W3-3) SUPPLEMENTED WITH A FLASHING BEACON.
- ④ INSTALL R2-1 (35 MPH).
- ⑤ REPAINT INTERSECTION PAVEMENT MARKING.
- ⑥ RESTRIPE INTERSECTION TRAFFIC STRIPING WITHIN 300' RADIUS OF INTERSECTION CENTER.
- ⑦ REPLACE CONTROLLER WITH 2070 AND BATTERY BACKUP.
- ⑧ INSTALL NEW 4" CONDUIT.
- ⑨ INSTALL NEW WIRING (NOT SHOWN).

PEDESTRIAN AND BICYCLISTS RECOMMENDATIONS:

- ⑩ MODIFY SIGNAL PHASING TO IMPLEMENT A LEADING PEDESTRIAN INTERVAL (LPI).



MINAGAR & ASSOCIATES, INC.
 P.E. - TRANSPORTATION ENGINEERING
 13325 MILL CREEK DRIVE
 SUITE 270
 LAGUNA HILLS, CA 92653
 TEL: (949) 751-1199



City of Huntington Park
 Local Roadway Safety Plan
 High Collision Locations

Date: 11/9/2021

Intersection 1: Florence Ave and California Ave/Salt Lake Ave - Recommended Improvements



9.1.1.1 Intersection 1 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 27: Intersection 1 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility			
						LRS M CM No. (\$10)*	LRS M CM No. (\$02)*	LRS M CM No. (\$21PB)*	OS**
1	Flashing beacon	EA	2	\$17,250.00	\$34,500.00	100%	0%	0%	0%
2	Upgrade signal backplate	EA	16	\$316.00	\$5,056.00	0%	100%	0%	0%
3	Install brand new 12" signal heads	EA	14	\$1,150.00	\$16,100.00	0%	100%	0%	0%
4	Install signs	EA	4	\$575.00	\$2,300.00	0%	0%	0%	100%
5	Repaint intersection pavement marking	SQFT	673	\$14.00	\$9,422.00	0%	0%	0%	100%
6	Restripe intersection traffic striping	LF	7096	\$3.50	\$24,836.00	0%	0%	0%	100%
7	2070 controller	EA	1	\$6,500.00	\$6,500.00	0%	0%	0%	50%
8	Battery backup and cabinet	EA	1	\$6,000.00	\$6,000.00	0%	0%	0%	50%
9	4" conduit	LF	528	\$16.00	\$8,448.00	0%	0%	0%	50%
10	Signal wiring	LS	1	\$10,000.00	\$10,000.00	0%	0%	0%	50%
11	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	0%	100%	0%
Weighted Average (%)						27%	17%	2%	54%
Total (\$)					\$126,162.00				

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$25,232.40

Total Construction Cost (including Contingencies):

\$151,395.00

Total Cost & Benefit

The project's total cost is estimated at \$151,395 which does not include the design and engineering costs. The estimated benefit of these improvements is \$1,409,288 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 9.31.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 9.31 the proposed intersection improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$1,404,980
Travel Time	\$3,822
Vehicle Operating Cost	\$ 397
Emissions	\$ 89
Total Benefits	\$ 1,409,288

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$151,395
Present Value Benefits (\$ Dollars)	\$1,409,288
Net Present Value (\$ Dollars)	\$1,257,893
Benefit / Cost Ratio	9.31



9.1.2 Intersection 2: Gage Ave & Pacific Blvd

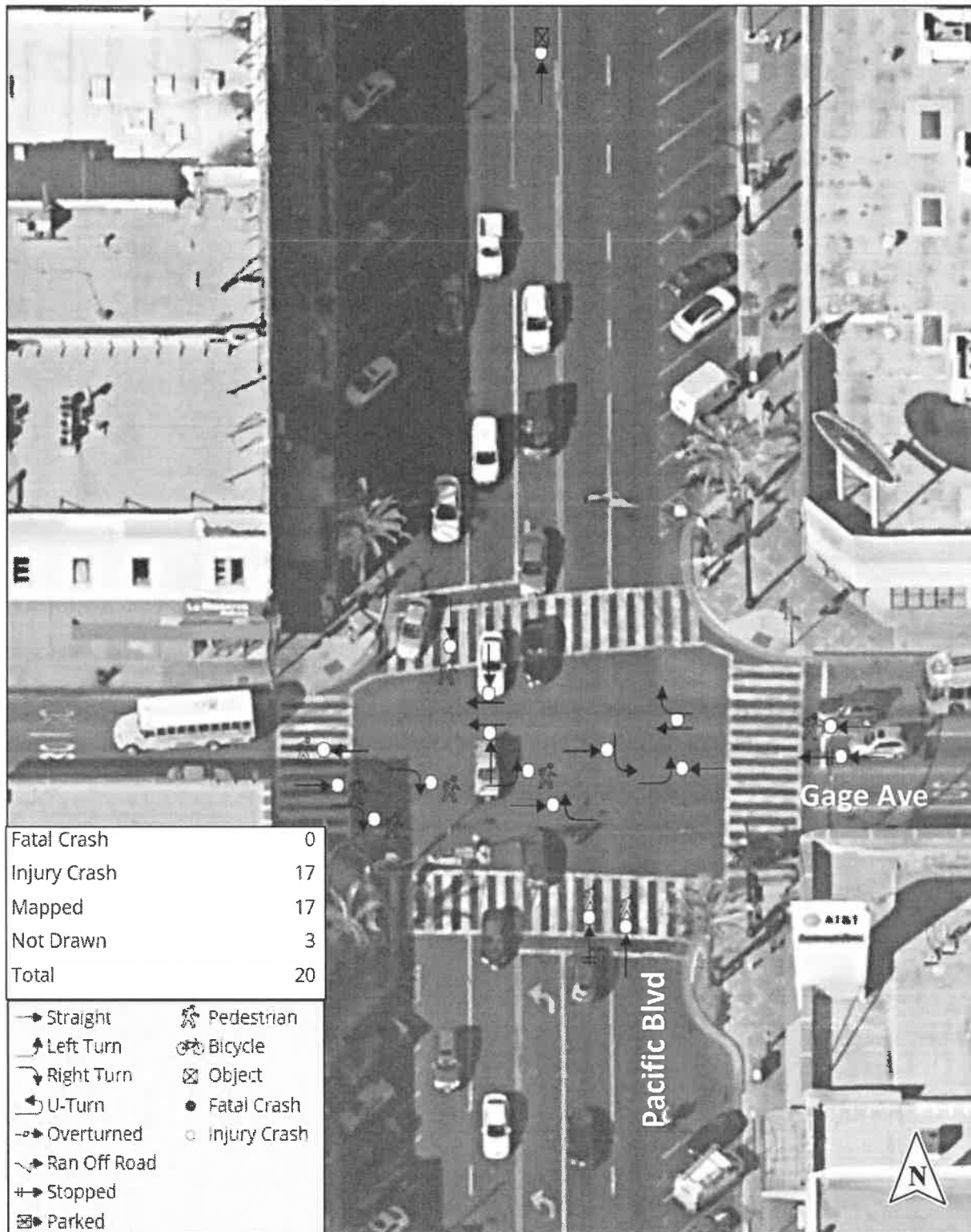
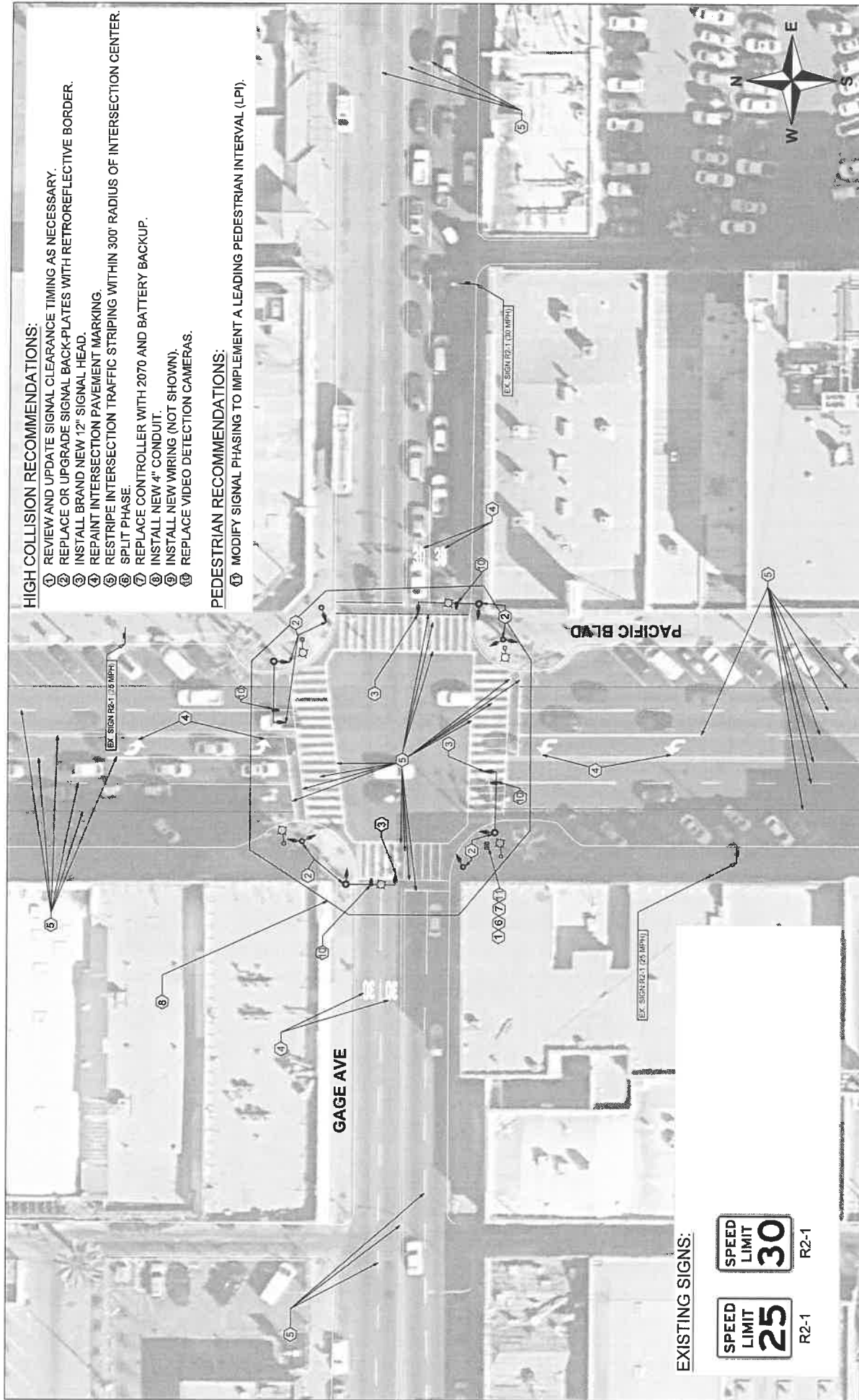


Figure 19: Intersection 2 Collision Diagram (20 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



HIGH COLLISION RECOMMENDATIONS:

- ① REVIEW AND UPDATE SIGNAL CLEARANCE TIMING AS NECESSARY.
- ② REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- ③ INSTALL BRAND NEW 12" SIGNAL HEAD.
- ④ REPAINT INTERSECTION PAVEMENT MARKING.
- ⑤ RESTRIPE INTERSECTION TRAFFIC STRIPING WITHIN 300' RADIUS OF INTERSECTION CENTER.
- ⑥ SPLIT PHASE.
- ⑦ REPLACE CONTROLLER WITH 2070 AND BATTERY BACKUP.
- ⑧ INSTALL NEW 4" CONDUIT.
- ⑨ INSTALL NEW WIRING (NOT SHOWN).
- ⑩ REPLACE VIDEO DETECTION CAMERAS.

PEDESTRIAN RECOMMENDATIONS:

- ⑪ MODIFY SIGNAL PHASING TO IMPLEMENT A LEADING PEDESTRIAN INTERVAL (LPI).

EXISTING SIGNS:



Intersection 2: Gage Ave and Pacific Blvd - Recommended Improvements



MINAGAR & ASSOCIATES, INC.
 REG. TRAFFIC SIGNAL ENGINEERING TRANSPORTATION PLANNING
 2500 S. HILL STREET
 LINDEN, N.J. 07036
 TEL: (908) 751-1199

City of Huntington Park
 Local Roadway Safety Plan
 High Collision Locations

Date: 11/9/2021



9.1.2.1 Intersection 2 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 28: Intersection 2 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRS M CM No. {S02}*	LRS M CM No. {S21PB}*	OS**
1	Upgrade signal backplate	EA	14	\$316.00	\$4,424.00	100%	0%	0%
2	Install brand new 12" signal heads	EA	3	\$1,150.00	\$3,450.00	100%	0%	0%
3	Repaint intersection pavement marking	SQFT	869	\$14.00	\$12,166.00	0%	0%	100%
4	Restripe intersection traffic striping	LF	7244	\$3.50	\$25,354.00	0%	0%	100%
5	2070 controller	EA	1	\$6,500.00	\$6,500.00	0%	0%	50%
6	Battery backup and cabinet	EA	1	\$6,000.00	\$6,000.00	0%	0%	50%
7	4" conduit	LF	455	\$16.00	\$7,280.00	0%	0%	50%
8	Signal wiring	LS	1	\$10,000.00	\$10,000.00	0%	0%	50%
9	Video detection camera	EA	4	\$15,000.00	\$60,000.00	0%	0%	50%
10	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	100%	0%
Weighted Average (%)						6%	2%	92%
Total (\$)					\$138,174.00			

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%	\$27,634.80
	\$165,809.00

Total Construction Cost (Including Contingencies):

Total Cost & Benefit

The project's total cost is estimated at \$165,809 which does not include the design and engineering costs. The estimated benefit of these improvements is \$1,782,409 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 10.75.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 10.75 the proposed intersection improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$1,777,517
Travel Time	\$4,368
Vehicle Operating Cost	\$454
Emissions	\$71
Total Benefits	\$1,782,409

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$165,809
Present Value Benefits (\$ Dollars)	\$1,782,409
Net Present Value (\$ Dollars)	\$1,616,600
Benefit / Cost Ratio	10.75





9.1.3 Intersection 3: Gage Ave & State St



Figure 20: Intersection 3 Collision Diagram (17 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



HIGH COLLISION RECOMMENDATIONS:

- 1 REVIEW AND INCREASE SIGNAL CLEARANCE TIMING AS NECESSARY.
- 2 INSTALL "LEFT TURN YIELD ON GREEN" (R10-12) ON TRAFFIC SIGNALS.
- 3 REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- 4 INSTALL BRAND NEW 12" SIGNAL HEADS.
- 5 REPAINT INTERSECTION PAVEMENT MARKING.
- 6 RESTRIPE INTERSECTION TRAFFIC STRIPING WITHIN 300' RADIUS OF INTERSECTION CENTER.
- 7 INSTALL NEW LOOPS (NOT SHOWN).
- 8 REPLACE/UPGRADE SIGNAGE TO PROHIBIT TURNS BY TRUCKS.

PEDESTRIAN AND BICYCLISTS RECOMMENDATIONS:

- 9 MODIFY SIGNAL PHASING TO IMPLEMENT A LEADING PEDESTRIAN INTERVAL (LPI).

EXISTING SIGNS:

TRAFFIC SIGNS RECOMMENDATIONS:

Intersection 3: Gage Ave and State St - Recommended Improvements

MINAGAR & ASSOCIATES, INC.
TRANSPORTATION ENGINEERING AND TRANSPORTATION PLANNING
3025 MILL CREEK DRIVE
SUITE 120
LAGUNA HILLS, CA 92653
TEL: (949) 761-1199

City of Huntington Park
Local Roadway Safety Plan
High Collision Locations

Date: 12/30/2021



9.1.3.1 Intersection 3 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 29: Intersection 3 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSM CM No. (S02)*	LRSM CM No. (S21PB)*	OS**
1	Install signs	EA	7	\$575.00	\$4,025.00	0%	0%	100%
2	Upgrade signal backplate	EA	12	\$316.00	\$3,792.00	100%	0%	0%
3	Install brand new 12" signal heads	EA	12	\$1,150.00	\$13,800.00	100%	0%	0%
4	Repaint intersection pavement marking	SQFT	374	\$14.00	\$5,236.00	0%	0%	100%
5	Restripe intersection traffic striping	LF	6536	\$3.50	\$22,876.00	0%	0%	100%
6	Install new loops	LS	1	\$24,000.00	\$24,000.00	0%	0%	100%
7	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	100%	0%
Weighted Average (%)						23%	4%	73%
Total (\$)					\$76,729.00			

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20% \$15,345.80

Total Construction Cost (Including Contingencies):

\$92,075.00

Total Cost & Benefit

The project's total cost is estimated at \$92,075 which does not include the design and engineering costs. The estimated benefit of these improvements is \$1,264,327 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 13.73.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 13.73 the proposed intersection improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$1,261,295
Travel Time	\$2,730
Vehicle Operating Cost	\$283
Emissions	\$18
Total Benefits	\$1,264,327

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$92,075
Present Value Benefits (\$ Dollars)	\$1,264,327
Net Present Value (\$ Dollars)	\$1,172,252
Benefit / Cost Ratio	13.73



9.1.4 Intersection 4: Miles Ave/Soto St & Slauson Ave



Figure 21: Intersection 4 Collision Diagram (15 Collisions)

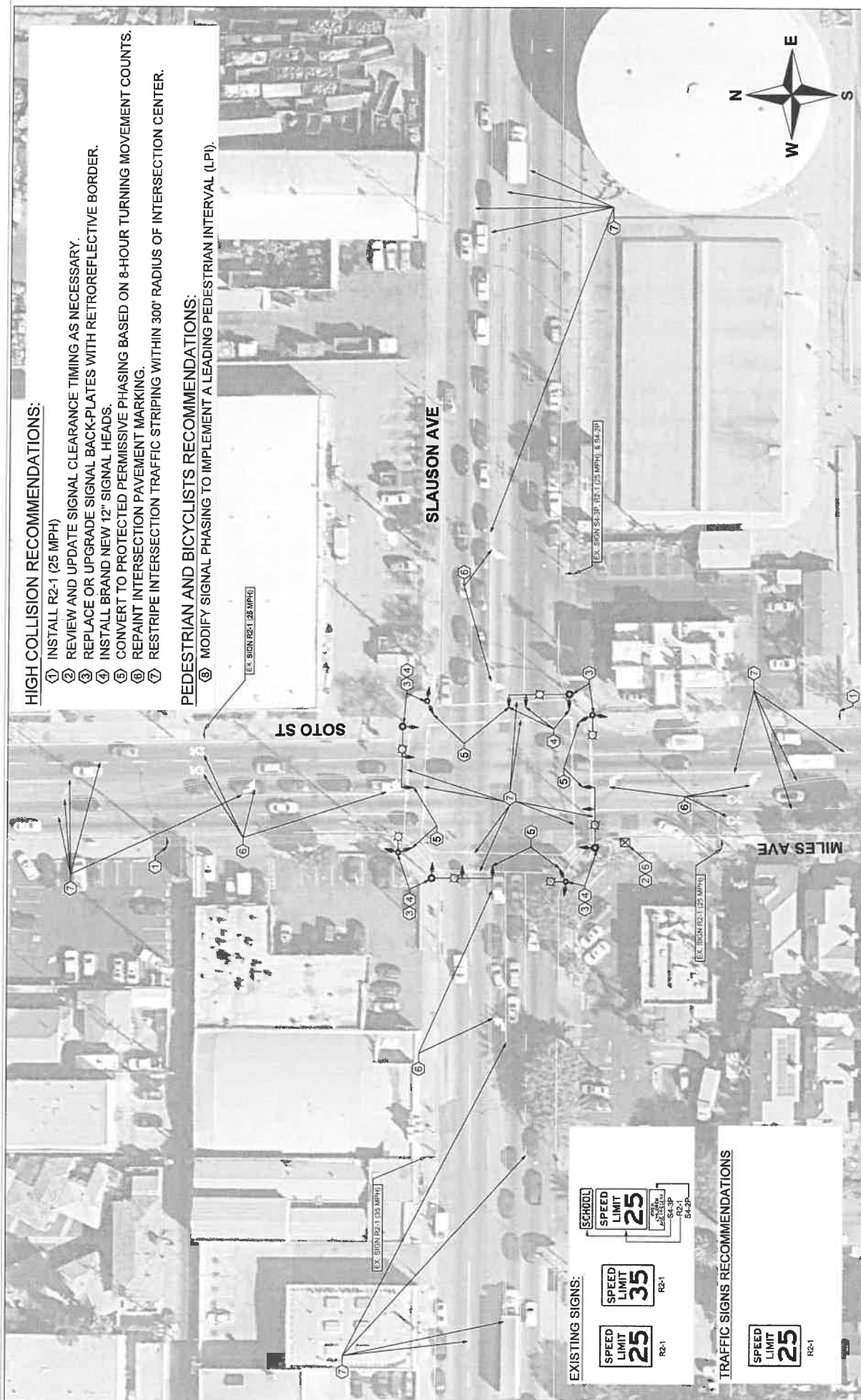
Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

① INSTALL R2-1 (25 MPH)

- ② REVIEW AND UPDATE SIGNAL CLEARANCE TIMING AS NECESSARY.
- ③ REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- ④ INSTALL BRAND NEW 12" SIGNAL HEADS.
- ⑤ CONVERT TO PROTECTED PERMISSIVE PHASING BASED ON 8-HOUR TURNING MOVEMENT COUNTS.
- ⑥ REPAINT INTERSECTION PAVEMENT MARKING.
- ⑦ RESTRIPE INTERSECTION TRAFFIC STRIPING WITHIN 300' RADIUS OF INTERSECTION CENTER.

PEDESTRIAN AND BICYCLISTS RECOMMENDATIONS:

- ⑧ MODIFY SIGNAL PHASING TO IMPLEMENT A LEADING PEDESTRIAN INTERVAL (LPI).



Intersection 4: Miles Ave/Soto St & Slauson Ave - Recommended Improvements



MINAGAR & ASSOCIATES, INC.
ITS TRAFFIC/AVIATION/ELECTRICAL/ENGINEERING TRANSPORTATION PLANNING
2332 MILL CREEK DRIVE
SUITE 120
LAGUNA HILLS, CA 92653
TEL. (949) 787-1198

City of Huntington Park
Local Roadway Safety Plan
High Collision Locations

Date: 12/30/2021



9.1.4.1 Intersection 4 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 30: Intersection 4 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility			
						LRS M CM No. (502)*	LRS M CM No. (\$21PB)*	CMF ID No. 9892**	OS***
1	Install signs	EA	2	\$575.00	\$1,150.00	0%	0%	0%	100%
2	Upgrade signal backplate	EA	20	\$316.00	\$6,320.00	100%	0%	0%	0%
3	Install brand new 12" signal heads	EA	18	\$1,150.00	\$20,700.00	100%	0%	0%	0%
4	Install protected permissive phasing	EA	2	\$50,000.00	\$100,000.00	0%	0%	100%	0%
5	Repaint intersection pavement marking	SQFT	190	\$14.00	\$2,660.00	0%	0%	0%	100%
6	Restripe intersection traffic striping	LF	6373	\$3.50	\$22,305.50	0%	0%	0%	100%
7	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	100%	0%	0%
Weighted Average (%)						17%	2%	64%	17%
Total (\$)					\$156,135.50				

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** Crash Modification Factors Clearinghouse Countermeasure Identification Number

*** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$31,227.10

Total Construction Cost (Including Contingencies):

\$187,363.00

Total Cost & Benefit

The project's total cost is estimated at \$187,363 which does not include the design and engineering costs. The estimated benefit of these improvements is \$1,658,070 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 8.85.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 8.85 the proposed intersection improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$1,653,624
Travel Time	\$3,975
Vehicle Operating Cost	\$413
Emissions	\$58
Total Benefits	\$1,658,070

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$187,363
Present Value Benefits (\$ Dollars)	\$1,658,070
Net Present Value (\$ Dollars)	\$1,470,707
Benefit / Cost Ratio	8.85



9.1.5 Intersection 5: Gage Ave & Miles Ave



Figure 22: Intersection 5 Collision Diagram (14 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



HIGH COLLISION RECOMMENDATIONS:

- 1 REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- 2 INSTALL BRAND NEW 12" SIGNAL HEADS.
- 3 INSTALL SIGNAL AHEAD SIGN (W3-3) SUPPLEMENTED WITH A FLASHING BEACON.
- 4 INSTALL NO TURN ON RED DURING SCHOOL AND PEAK HOURS SIGN (R10-11 & R10-20aP).
- 5 REPLACE CONTROLLER WITH 2070 AND BATTERY BACKUP.
- 6 CONVERT TO PROTECTED PERMISSIVE PHASE BASED ON 8-HOUR TURNING MOVEMENT COUNTS.
- 7 REPAINT INTERSECTION PAVEMENT MARKING.

PEDESTRIAN RECOMMENDATIONS:

- 8 MODIFY SIGNAL PHASING TO IMPLEMENT A LEADING PEDESTRIAN INTERVAL (LPI).

Intersection 5: Gage Ave and Miles Ave - Recommended Improvements



9.1.5.1 Intersection 5 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 31: Intersection 5 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility				
						LRS M CM No. (\$10)*	LRS M CM No. (\$02)*	LRS M CM No. (\$21PB)*	CMF ID No. 9892**	OS***
1	Flashing beacon	EA	1	\$17,250.00	\$17,250.00	100%	0%	0%	0%	0%
2	Upgrade signal backplate	EA	17	\$316.00	\$5,372.00	0%	100%	0%	0%	0%
3	Install brand new 12" signal heads	EA	17	\$1,150.00	\$19,550.00	0%	100%	0%	0%	0%
4	Install signs	EA	5	\$575.00	\$2,875.00	0%	0%	0%	0%	100%
5	2070 controller	EA	1	\$6,500.00	\$6,500.00	0%	0%	0%	0%	50%
6	Battery backup and cabinet	EA	1	\$6,000.00	\$6,000.00	0%	0%	0%	0%	50%
7	Install protected permissive phasing	EA	2	\$50,000.00	\$100,000.00	0%	0%	0%	100%	0%
8	Repaint intersection pavement marking	SQFT	60	\$14.00	\$840.00	0%	0%	0%	0%	100%
9	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	0%	100%	0%	0%
Weighted Average (%)						11%	15%	2%	62%	10%
Total (\$)										

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** Crash Modification Factors Clearinghouse Countermeasure Identification Number

*** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$32,377.40

Total Construction Cost (including Contingencies):

\$193,665.00

Total Cost & Benefit

The project's total cost is estimated at \$193,665 which does not include the design and engineering costs. The estimated benefit of these improvements is \$1,175,258 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 6.06.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 6.06, the proposed intersection improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$1,175,258
Travel Time	\$2,457
Vehicle Operating Cost	\$255
Emissions	\$9
Total Benefits	\$1,177,980

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$193,665
Present Value Benefits (\$ Dollars)	\$1,177,980
Net Present Value (\$ Dollars)	\$984,315
Benefit / Cost Ratio	6.06



9.1.6 Intersection 6: Gage Ave & Santa Fe Ave

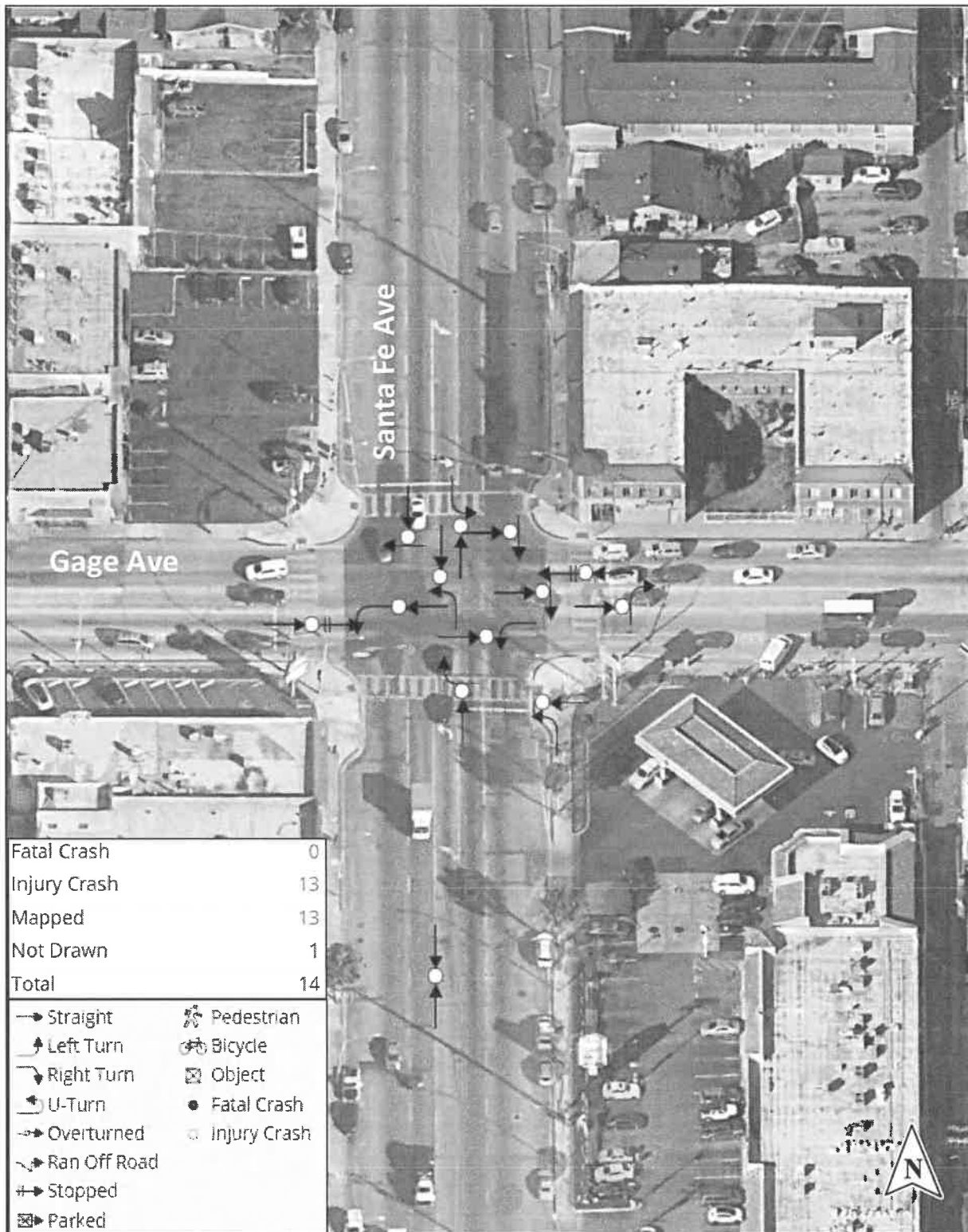
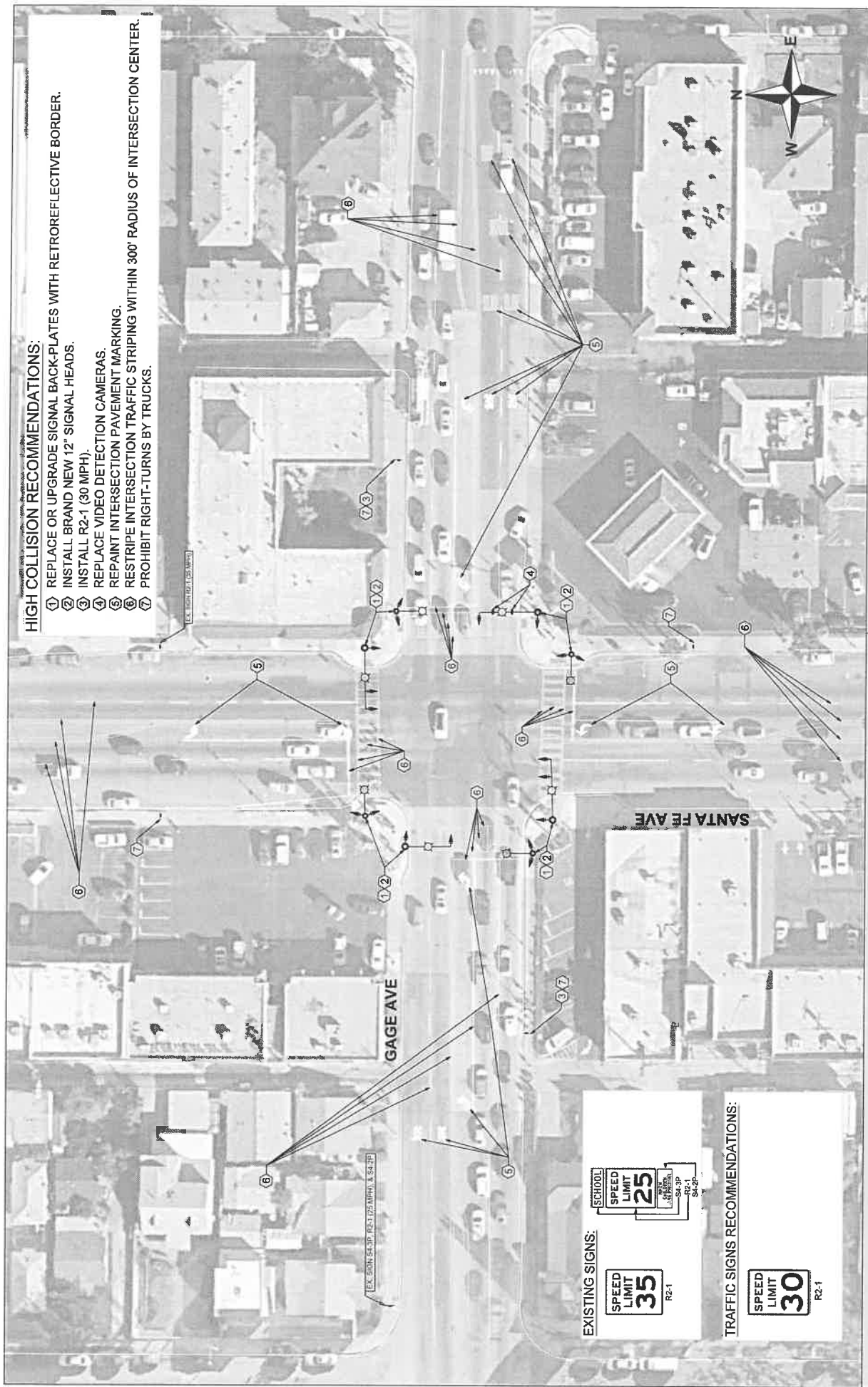


Figure 23: Intersection 6 Collision Diagram (14 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



HIGH COLLISION RECOMMENDATIONS:

- 1 REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- 2 INSTALL BRAND NEW 12" SIGNAL HEADS.
- 3 INSTALL R2-1 (30 MPH).
- 4 REPLACE VIDEO DETECTION CAMERAS.
- 5 REPAINT INTERSECTION PAVEMENT MARKING.
- 6 RESTRIPE INTERSECTION TRAFFIC STRIPING WITHIN 300' RADIUS OF INTERSECTION CENTER.
- 7 PROHIBIT RIGHT-TURNS BY TRUCKS.

EXISTING SIGNS:

SPEED LIMIT

35

R2-1

SCHOOL

SPEED LIMIT

25

S4-3P
R2-1
S4-4P

TRAFFIC SIGNS RECOMMENDATIONS:

SPEED LIMIT

30

R2-1



MINAGAR & ASSOCIATES, INC.
 ITS INFRASTRUCTURE & ELECTRICITY ENGINEERING TRANSPORTATION PLANNING
 SUITE 120
 2320 MILL CREEK DRIVE
 LAGUNA HILLS, CA 92653
 TEL: (949) 257-1100

Intersection 6: Gage Ave and Santa Fe Ave - Recommended Improvements

**City of Huntington Park
 Local Roadway Safety Plan
 High Collision Locations**

Date: 12/30/2021



9.1.6.1 Intersection 6 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 32: Intersection 6 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility	
						LRSM CM No. {S02}*	OS**
1	Upgrade signal backplate	EA	18	\$316.00	\$5,688.00	100%	0%
2	Install brand new 12" signal heads	EA	18	\$1,150.00	\$20,700.00	100%	0%
3	Install signs	EA	6	\$575.00	\$3,450.00	0%	100%
4	Video detection camera	EA	2	\$15,000.00	\$30,000.00	0%	50%
5	Repaint intersection pavement marking	SQFT	2393	\$14.00	\$33,502.00	0%	100%
6	Restripe intersection traffic striping	LF	6280	\$3.50	\$21,980.00	0%	100%
Weighted Average (%)						23%	77%
Total (\$)					\$115,320.00		

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%	\$23,064.00
	\$138,384.00

Total Construction Cost (Including Contingencies):

Total Cost & Benefit

The project's total cost is estimated at \$138,384 which does not include the design and engineering costs. The estimated benefit of these improvements is \$1,181,835 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 8.54.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 8.54 the proposed intersection improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$1,179,781
Travel Time	\$1,820
Vehicle Operating Cost	\$189
Emissions	\$44
Total Benefits	\$1,181,835

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$138,384
Present Value Benefits (\$ Dollars)	\$1,181,835
Net Present Value (\$ Dollars)	\$1,043,451
Benefit / Cost Ratio	8.54



9.1.7 Intersection 7: Pacific Blvd & Slauson Ave

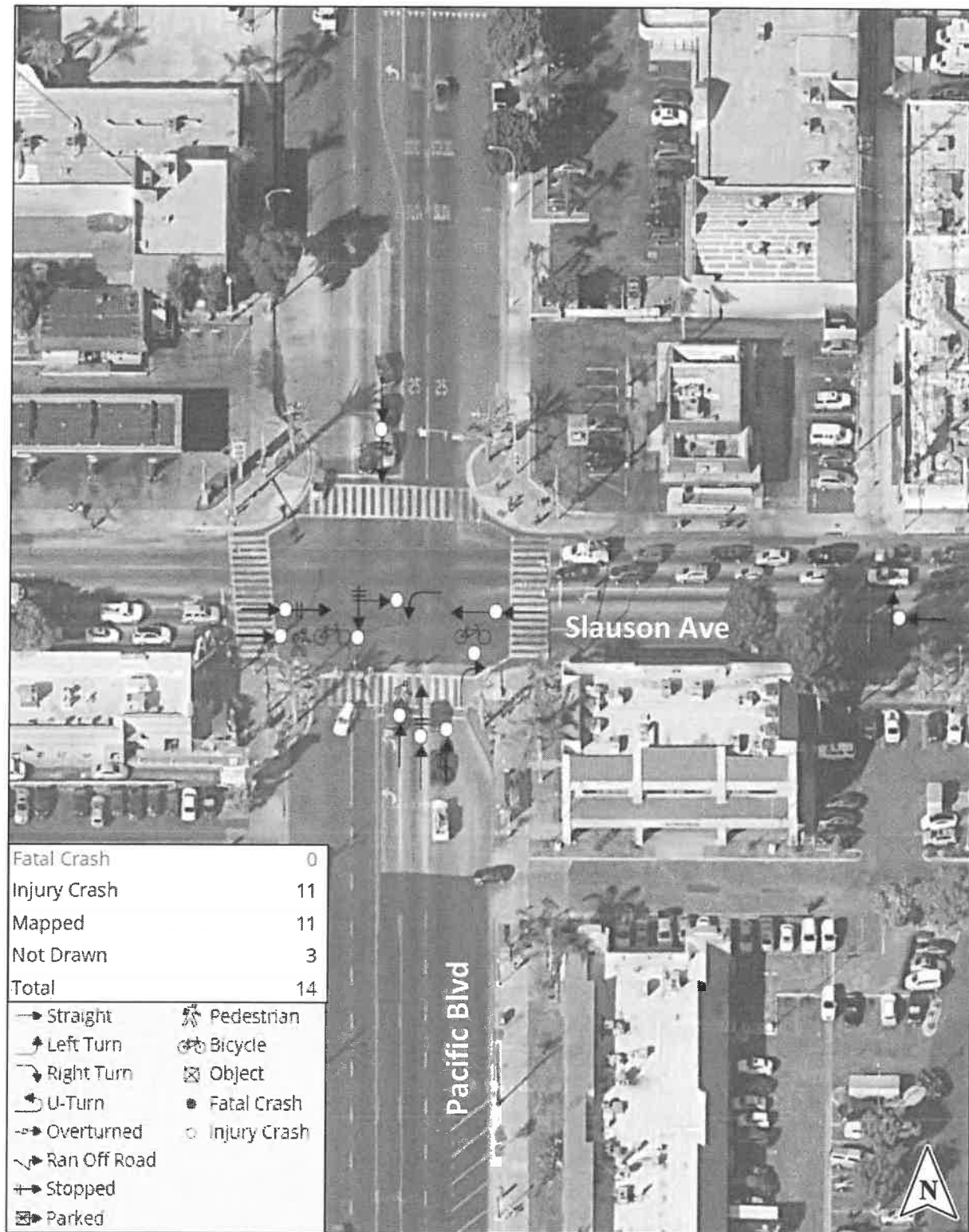
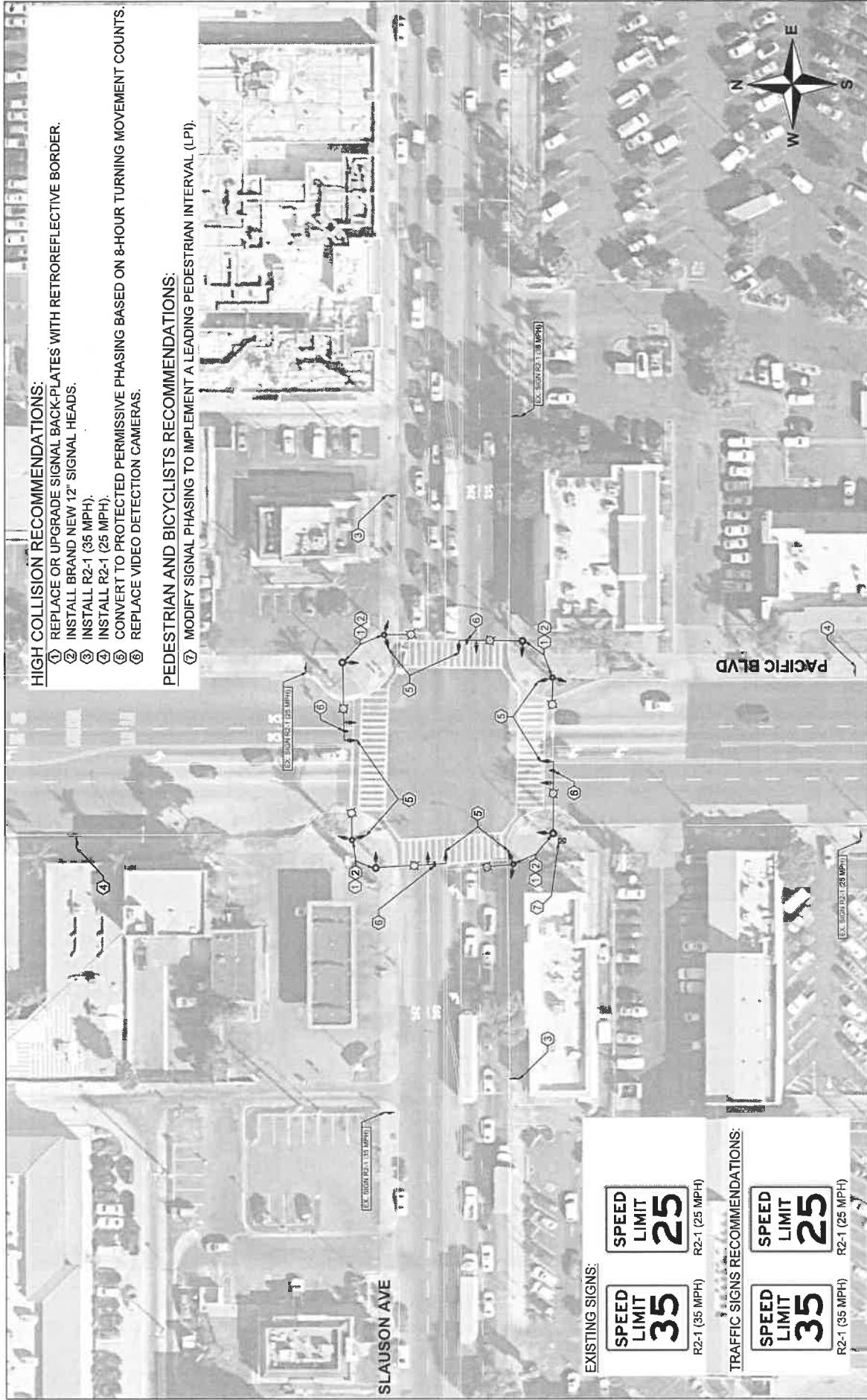


Figure 24: Intersection 7 Collision Diagram (14 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



HIGH COLLISION RECOMMENDATIONS:

- ① REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- ② INSTALL BRAND NEW 12" SIGNAL HEADS.
- ③ INSTALL R2-1 (35 MPH).
- ④ INSTALL R2-1 (25 MPH).
- ⑤ CONVERT TO PROTECTED PERMISSIVE PHASING BASED ON 8-HOUR TURNING MOVEMENT COUNTS.
- ⑥ REPLACE VIDEO DETECTION CAMERAS.

PEDESTRIAN AND BICYCLISTS RECOMMENDATIONS:

- ⑦ MODIFY SIGNAL PHASING TO IMPLEMENT A LEADING PEDESTRIAN INTERVAL (LPI).

EXISTING SIGNS:



TRAFFIC SIGNS RECOMMENDATIONS:



Intersection 7: Pacific Blvd & Slauson Ave - Recommended Improvements

MINAGAR & ASSOCIATES, INC.
TRAFFIC ENGINEERING, ARCHITECTURE, PLANNING
3000 WILLOW CREEK DRIVE
SUITE 200
LAKEMORE, CA 90503
TEL: 949.935.1199

City of Huntington Park
Local Roadway Safety Plan
High Collision Locations

Date: 12/30/2021



9.1.7.1 Intersection 7 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 33: Intersection 7 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSB CM No. (S02)*	CMF ID No. 9892**	OS***
1	Upgrade signal backplate	EA	20	\$316.00	\$6,320.00	100%	0%	0%
2	Install brand new 12" signal heads	EA	20	\$1,150.00	\$23,000.00	100%	0%	0%
3	Install signs	EA	4	\$575.00	\$2,300.00	0%	0%	100%
4	Install protected permissive phasing	EA	2	\$50,000.00	\$100,000.00	0%	100%	0%
5	Video detection camera	EA	5	\$15,000.00	\$75,000.00	0%	0%	50%
Weighted Average (%)						14%	48%	37%
Total (\$)					\$206,620.00			

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** Crash Modification Factors Clearinghouse Countermeasure Identification Number

*** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20% \$41,324.00

Total Construction Cost (Including Contingencies):

\$247,944.00

Total Cost & Benefit

The project's total cost is estimated at \$247,944 which does not include the design and engineering costs. The estimated benefit of these improvements is \$1,236,593 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 4.99.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 25.81 the proposed intersection improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$1,232,906
Travel Time	\$3,276
Vehicle Operating Cost	\$340
Emissions	\$71
Total Benefits	\$1,236,593

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$247,944
Present Value Benefits (\$ Dollars)	\$1,236,593
Net Present Value (\$ Dollars)	\$988,649
Benefit / Cost Ratio	4.99



9.1.8 Intersection 8: Gage Ave & Rugby Ave

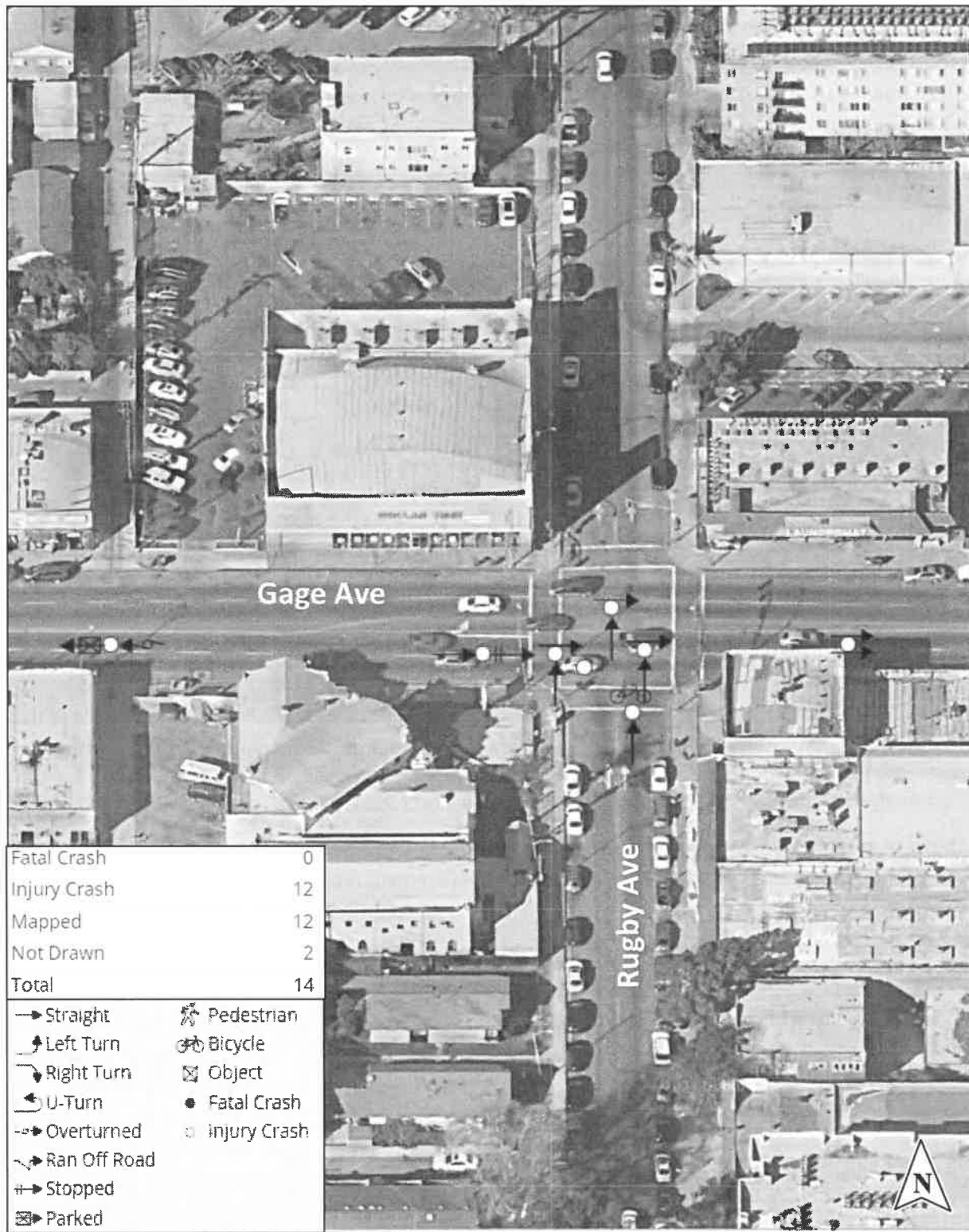


Figure 25: Intersection 8 Collision Diagram (14 Collisions)

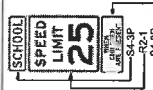
Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



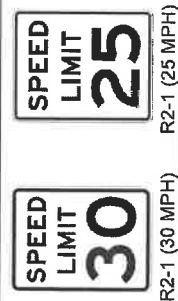
HIGH COLLISION RECOMMENDATIONS:

- 1 REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- 2 INSTALL BRAND NEW 12" SIGNAL HEADS.
- 3 INSTALL R2-1 (30 MPH).
- 4 INSTALL R2-1 (25 MPH).
- 5 REVIEW AND UPDATE TRAFFIC SIGNAL CLEARANCE TIMING (INCREASE ALL RED TO 2 SECONDS).

EXISTING SIGNS:



TRAFFIC SIGNS RECOMMENDATIONS:



Intersection 8: Gage Ave & Rugby Ave - Recommended Improvements



MINAGAR & ASSOCIATES, INC.
 PROFESSIONAL ENGINEERING FIRM
 2325 N. CENTRAL AVE.
 SUITE 100
 LAGUNA HILLS, CA 92653
 TEL: (949) 951-1188

City of Huntington Park
 Local Roadway Safety Plan
 High Collision Locations

Date: 11/9/2021



9.1.8.1 Intersection Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 34: Intersection 8 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility	
						LRSM CM No. (502)*	OS**
1	Upgrade signal backplate	EA	12	\$316.00	\$3,792.00	100%	0%
2	Install brand new 12" signal heads	EA	10	\$1,150.00	\$11,500.00	100%	0%
3	Install signs	EA	3	\$575.00	\$1,725.00	0%	100%
Weighted Average (%)						90%	10%
Total (\$)					\$17,017.00		

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$3,403.40

Total Construction Cost (Including Contingencies):

\$20,421.00

Total Cost & Benefit

The project's total cost is estimated at \$20,421 which does not include the design and engineering costs. The estimated benefit of these improvements is \$759,208 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 37.18.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 37.18 the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$757,985
Travel Time	\$1,092
Vehicle Operating Cost	\$113
Emissions	\$18
Total Benefits	\$759,208

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$20,421
Present Value Benefits (\$ Dollars)	\$759,208
Net Present Value (\$ Dollars)	\$738,787
Benefit / Cost Ratio	37.18

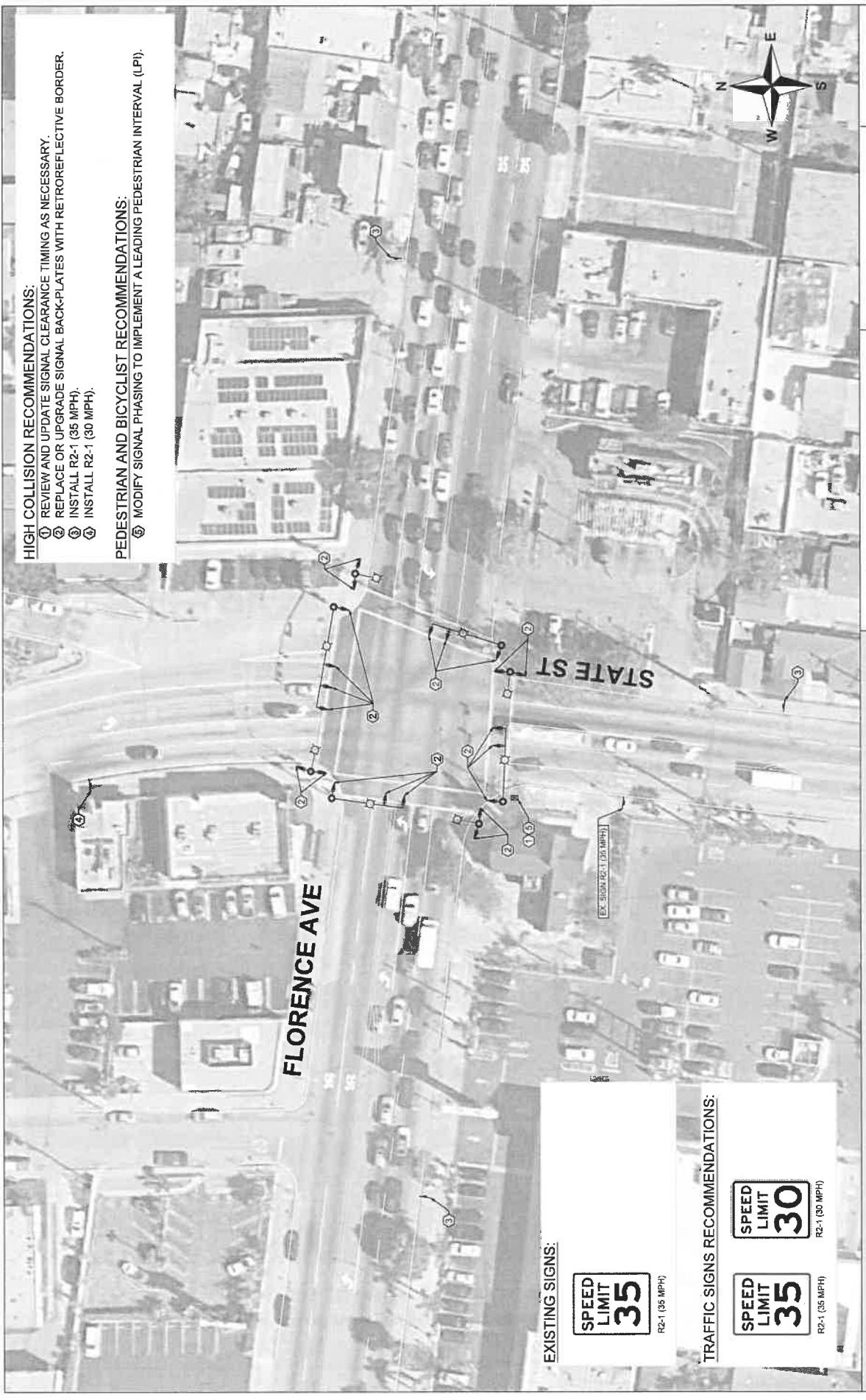


9.1.9 Intersection 9: Florence Ave & State St



Figure 26: Intersection 9 Collision Diagram (13 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



HIGH COLLISION RECOMMENDATIONS:

- 1 REVIEW AND UPDATE SIGNAL CLEARANCE TIMING AS NECESSARY.
- 2 REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- 3 INSTALL R2-1 (35 MPH).
- 4 INSTALL R2-1 (30 MPH).

PEDESTRIAN AND BICYCLIST RECOMMENDATIONS:

- 5 MODIFY SIGNAL PHASING TO IMPLEMENT A LEADING PEDESTRIAN INTERVAL (LPI).

EXISTING SIGNS:



TRAFFIC SIGNS RECOMMENDATIONS:



Intersection 9: Florence Ave & State St - Recommended Improvements



MINAGAR & ASSOCIATES, INC.
PLANNING/ENGINEERING/TRANSPORTATION PLANNING
2000 W. LUGER DRIVE
LAKEMORE, CA 90703
TEL: (949) 761-1188

City of Huntington Park
Local Roadway Safety Plan
High Collision Locations

Date: 11/9/2021



9.1.9.1 Intersection 9 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 35: Intersection 9 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSM CM No. (\$02)*	LRSM CM No. (\$21PB)*	OS**
1	Upgrade signal backplate	EA	21	\$316.00	\$6,636.00	100%	0%	0%
3	Install signs	EA	4	\$575.00	\$2,300.00	0%	0%	100%
3	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	100%	0%
Weighted Average (%)						56%	25%	19%
Total (\$)					\$11,936.00			

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$2,387.20

Total Construction Cost (Including Contingencies):

\$14,324.00

Total Cost & Benefit

The project's total cost is estimated at \$14,324 which does not include the design and engineering costs. The estimated benefit of these improvements is \$963,685 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 67.28.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 67.28 the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$960,601
Travel Time	\$2,730
Vehicle Operating Cost	\$283
Emissions	\$71
Total Benefits	\$963,685

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$14,324
Present Value Benefits (\$ Dollars)	\$963,685
Net Present Value (\$ Dollars)	\$949,361
Benefit / Cost Ratio	67.28



9.1.10 Intersection 10: S Alameda St & Randolph St

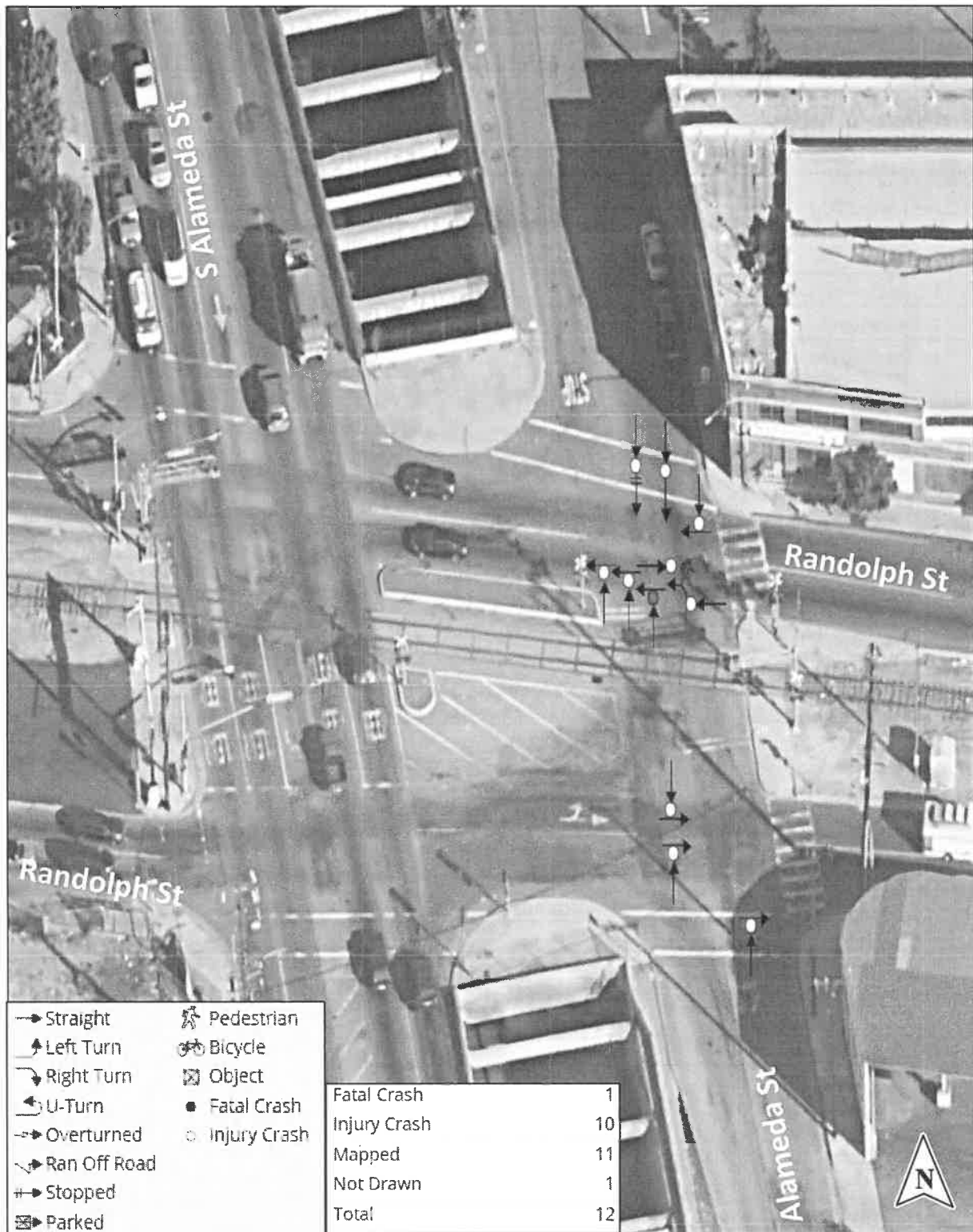


Figure 27: Intersection 10 Collision Diagram (12 Collision)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



9.1.10.1 Intersection 10: Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 36: Intersection 10 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility			
						LRSM CM No. (NS14)*	LRSM CM No. (NS06)*	LRSM CM No. (NS07)*	LRSM CM No. (S21PB)**
1	Install raised median	SQFT	892	\$44.00	\$39,248.00	90%	0%	0%	0%
2	Install signs	EA	8	\$575.00	\$4,600.00	0%	100%	0%	0%
3	Install pavement marking	SQFT	157	\$14.00	\$2,198.00	0%	0%	100%	0%
4	Install white traffic striping	LF	53	\$3.50	\$185.50	0%	0%	100%	0%
5	Repaint intersection pavement marking	SQFT	663	\$14.00	\$9,282.00	0%	0%	100%	0%
6	Restripe intersection traffic striping	LF	7214	\$3.50	\$25,249.00	0%	0%	100%	0%
7	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	0%	0%	100%
Weighted Average (%)						47%	5%	44%	4%
Total (\$)					\$83,762.50				

* Non-Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

Contingencies percentage of the aforementioned Total Construction Cost:

20% \$16,752.50

Total Construction Cost (Including Contingencies):

\$100,515.00

Total Cost & Benefit

The project's total cost is estimated at \$100,515 which does not include the design and engineering costs. The estimated benefit of these improvements is \$14,124,588 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 140.52.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 140.52 the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$14,116,284
Travel Time	\$7,962
Vehicle Operating Cost	\$297
Emissions	\$44
Total Benefits	\$14,124,588

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$100,515
Present Value Benefits (\$ Dollars)	\$14,124,588
Net Present Value (\$ Dollars)	\$14,024,073
Benefit / Cost Ratio	140.52



9.1.11 Intersection 11: Hope St & State St



Figure 28: Intersection 11 Collision Diagram (12 Collisions)

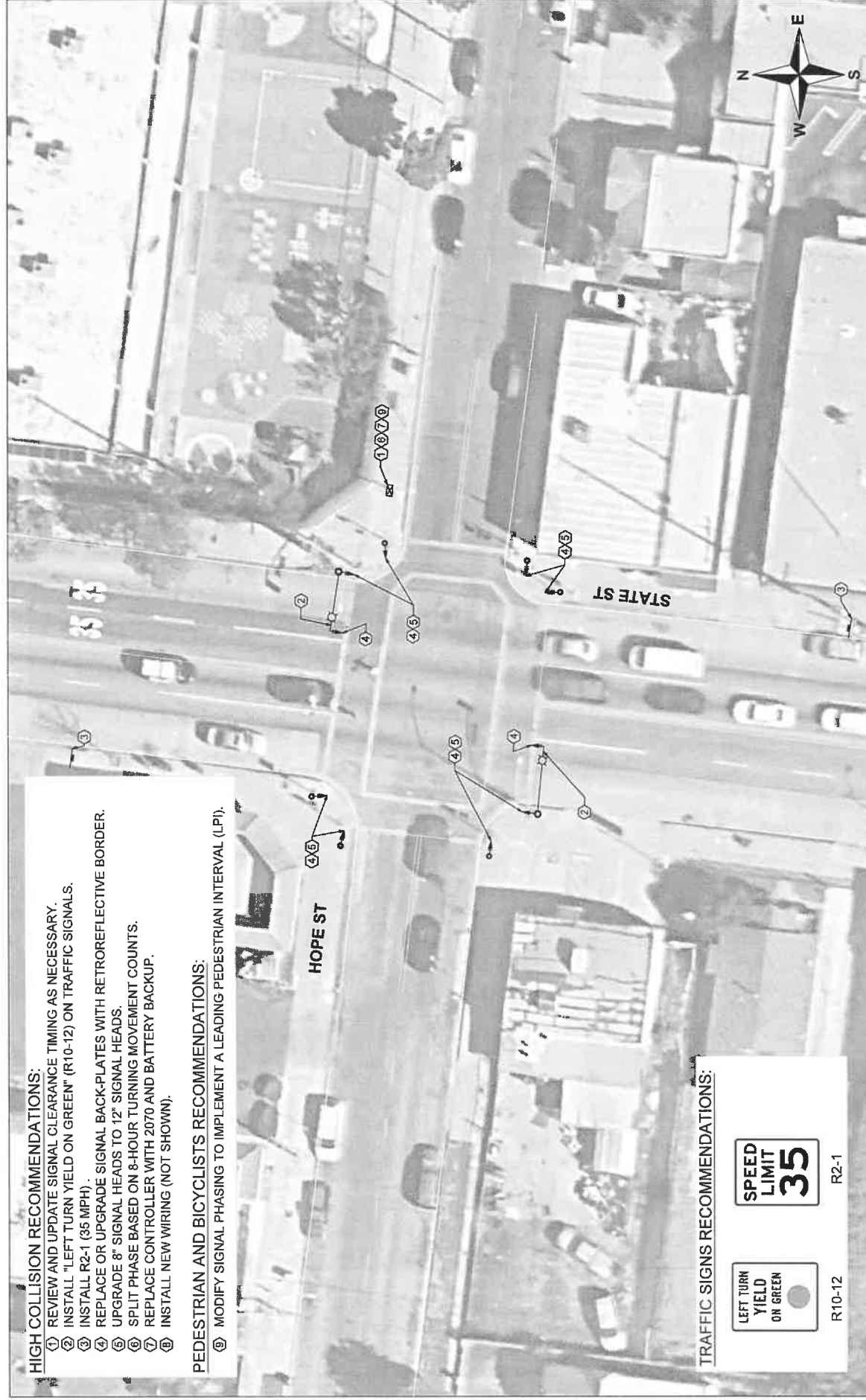
Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

HIGH COLLISION RECOMMENDATIONS:

- ① REVIEW AND UPDATE SIGNAL CLEARANCE TIMING AS NECESSARY.
- ② INSTALL "LEFT TURN YIELD ON GREEN" (R10-12) ON TRAFFIC SIGNALS.
- ③ INSTALL R2-1 (35 MPH).
- ④ REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- ⑤ UPGRADE 8" SIGNAL HEADS TO 12" SIGNAL HEADS.
- ⑥ SPLIT PHASE BASED ON 8-HOUR TURNING MOVEMENT COUNTS.
- ⑦ REPLACE CONTROLLER WITH 2070 AND BATTERY BACKUP.
- ⑧ INSTALL NEW WIRING (NOT SHOWN).

PEDESTRIAN AND BICYCLISTS RECOMMENDATIONS:

- ⑨ MODIFY SIGNAL PHASING TO IMPLEMENT A LEADING PEDESTRIAN INTERVAL (LPI).



TRAFFIC SIGNS RECOMMENDATIONS:



Intersection 11: Hope St & State St - Recommended Improvements



MINAGAR & ASSOCIATES, INC.
 ITS EMPLOYEES ARE LICENSED PROFESSIONAL ENGINEERS AND TRANSPORTATION PLANNERS
 2224 HANCOCK DRIVE
 SUITE 100
 LAGUNA HILLS, CA 92653
 TEL: (949) 775-5188

City of Huntington Park
 Local Roadway Safety Plan
 High Collision Locations

Date: 12/30/2021



9.1.11.1 Intersection Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 37: Intersection 11 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSB CM No. (S02)*	LRSB CM No. (S21PB)*	OS**
1	Upgrade signal backplate	EA	10	\$316.00	\$3,160.00	100%	0%	0%
2	Install brand new 12" signal heads	EA	8	\$1,150.00	\$9,200.00	100%	0%	0%
3	Install signs	EA	4	\$575.00	\$2,300.00	0%	0%	100%
4	2070 controller	EA	1	\$6,500.00	\$6,500.00	0%	0%	50%
5	Battery backup and cabinet	EA	1	\$6,000.00	\$6,000.00	0%	0%	50%
6	Signal wiring	LS	1	\$10,000.00	\$10,000.00	0%	0%	50%
7	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	100%	0%
Weighted Average (%)						31%	7%	62%
Total (\$)					\$40,160.00			

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$8,032.00

Total Construction Cost (including Contingencies):

\$48,192.00

Total Cost & Benefit

The project's total cost is estimated at \$48,192 which does not include the design and engineering costs. The estimated benefit of these improvements is \$618,297 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 12.83.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 12.83 the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$616,453
Travel Time	\$1,638
Vehicle Operating Cost	\$170
Emissions	35
Total Benefits	\$618,297

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$48,192
Present Value Benefits (\$ Dollars)	\$618,297
Net Present Value (\$ Dollars)	\$570,105
Benefit / Cost Ratio	12.83

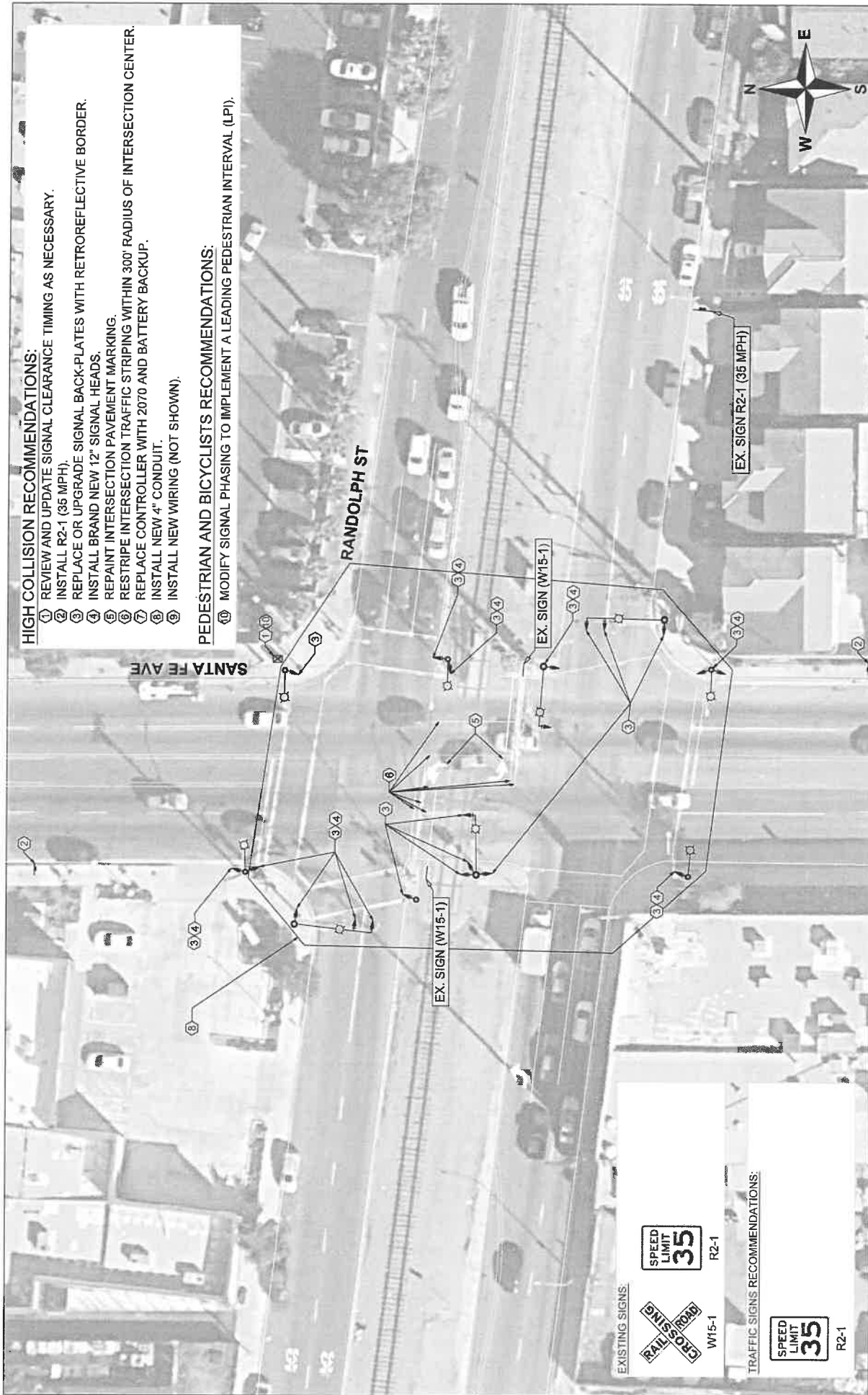


9.1.12 Intersection 12: Randolph St & Santa Fe Ave



Figure 29: Intersection 12 Collision Diagram (12 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



Intersection 12: Randolph St & Santa Fe Ave - Recommended Improvements



9.1.12.1 Intersection Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 38: Intersection 12 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRS M CM No. (\$02)*	LRS M CM No. (\$21P8)*	OS**
1	Upgrade signal backplate	EA	21	\$316.00	\$6,636.00	100%	0%	0%
2	Install brand new 12" signal heads	EA	12	\$1,150.00	\$13,800.00	100%	0%	0%
3	Repaint intersection pavement marking	SOFT	30	\$14.00	\$420.00	0%	0%	100%
4	Restripe intersection traffic striping	LF	304	\$3.50	\$1,064.00	0%	0%	100%
5	Install signs	EA	2	\$575.00	\$1,150.00	0%	0%	100%
6	2070 controller	EA	1	\$6,500.00	\$6,500.00	0%	0%	50%
7	Battery backup and cabinet	EA	1	\$6,000.00	\$6,000.00	0%	0%	50%
8	4" conduit	LF	516	\$16.00	\$8,256.00	0%	0%	50%
9	Signal wiring	LS	1	\$10,000.00	\$10,000.00	0%	0%	50%
10	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	100%	0%
Weighted Average (%)						36%	5%	59%
Total (\$)					\$56,826.00			

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20% \$11,365.20

Total Construction Cost (Including Contingencies):

\$68,192.00

Total Cost & Benefit

The project's total cost is estimated at \$68,192 which does not include the design and engineering costs. The estimated benefit of these improvements is \$1,898,020 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 27.83.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 27.83 the proposed intersection improvement project is eligible for HSIP funding.

Itemized Benefits	
Safety	\$1,894,962
Travel Time	\$2,730
Vehicle Operating Cost	\$283
Emissions	\$44
Total Benefits	\$1,898,020

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$68,192
Present Value Benefits (\$ Dollars)	\$1,898,020
Net Present Value (\$ Dollars)	\$1,829,828
Benefit / Cost Ratio	27.83



9.1.13 Intersection 13: Florence Ave & Santa Fe Ave

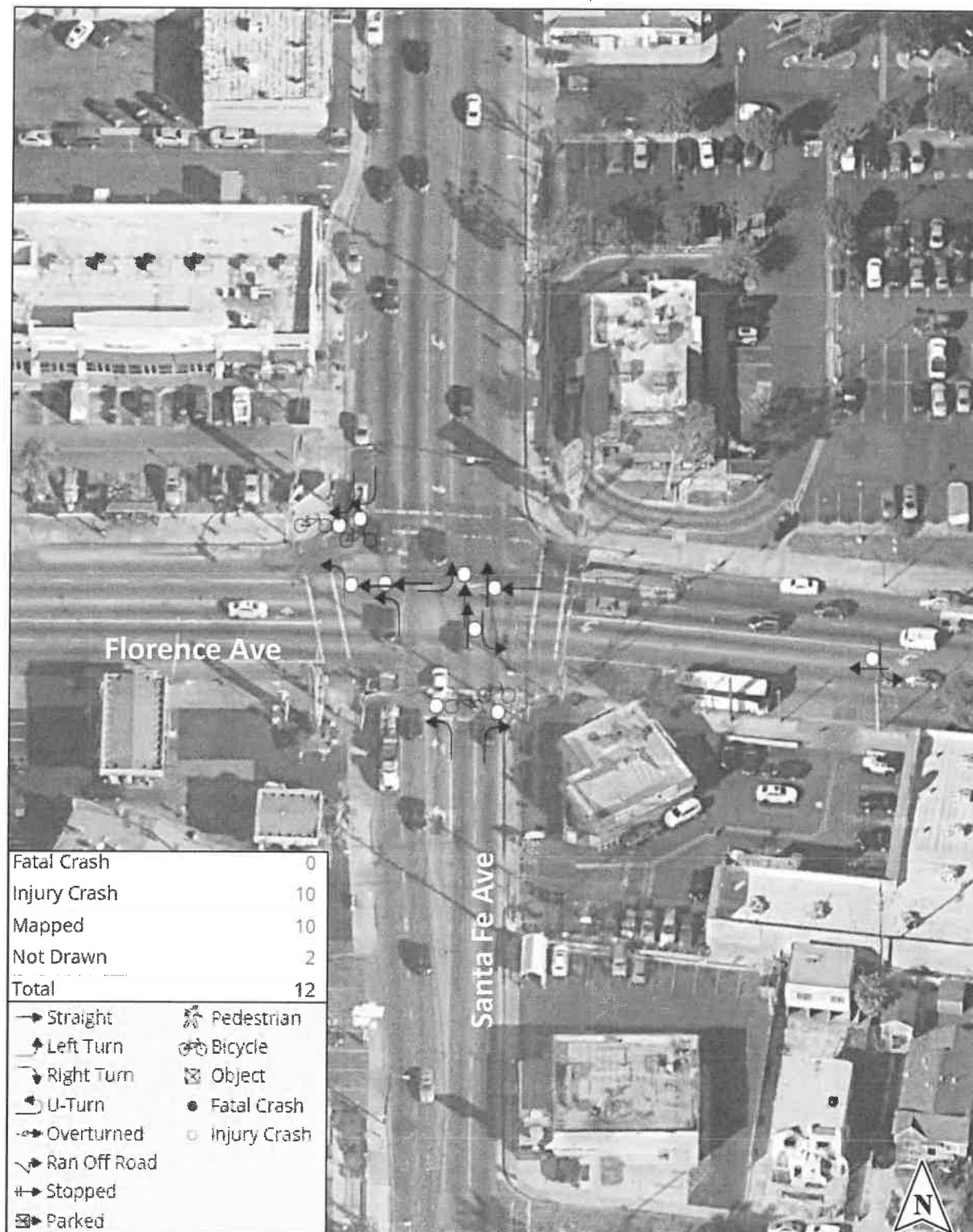


Figure 30: Intersection 13 Collision Diagram (12 Collisions)

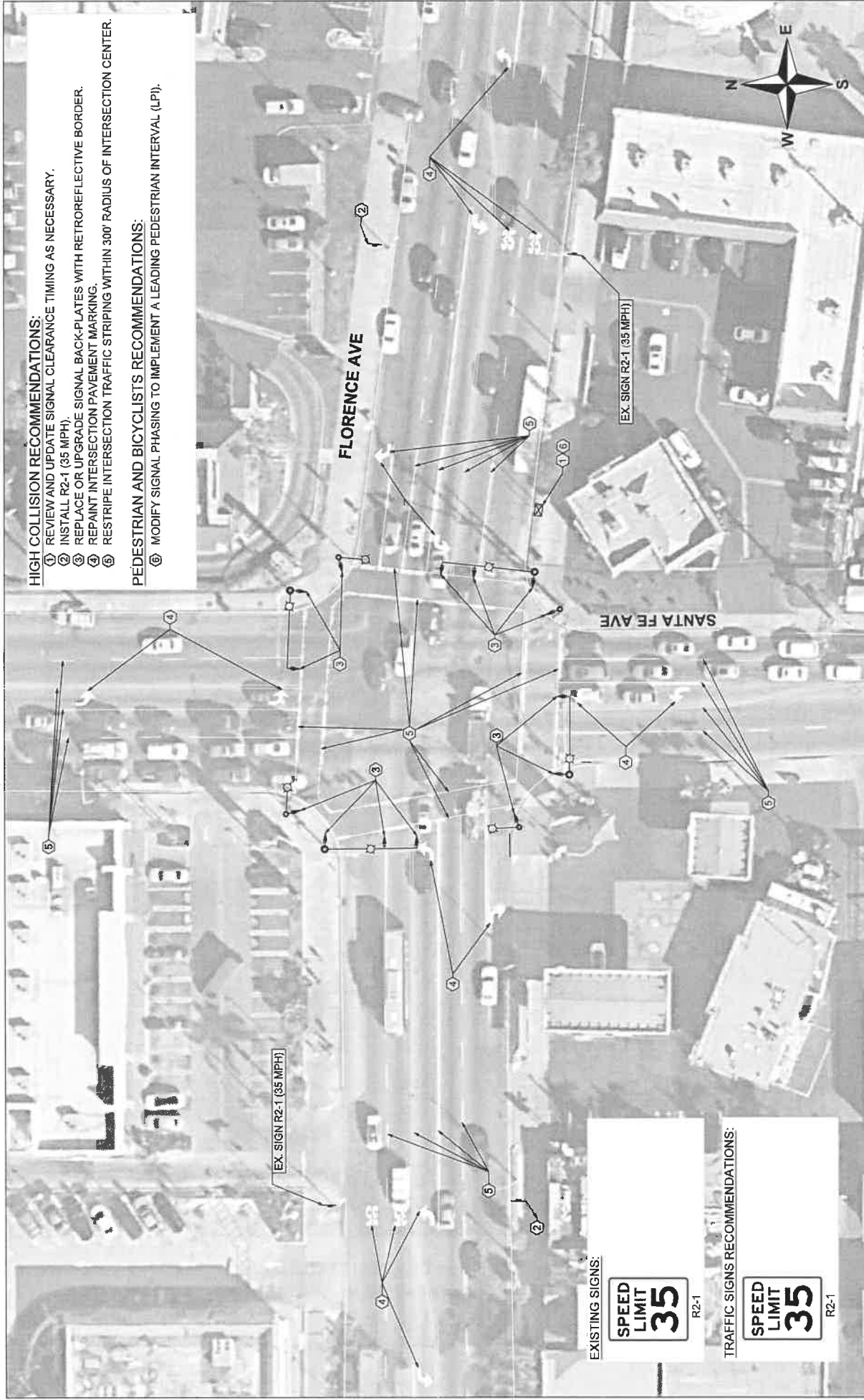
Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

HIGH COLLISION RECOMMENDATIONS:

- ① REVIEW AND UPDATE SIGNAL CLEARANCE TIMING AS NECESSARY.
- ② INSTALL R2-1 (35 MPH).
- ③ REPLACE OR UPGRADE SIGNAL BACK-PLATES WITH RETROREFLECTIVE BORDER.
- ④ REPAINT INTERSECTION PAVEMENT MARKING.
- ⑤ REPAINT INTERSECTION TRAFFIC STRIPING WITHIN 300' RADIUS OF INTERSECTION CENTER.

PEDESTRIAN AND BICYCLISTS RECOMMENDATIONS:

- ⑥ MODIFY SIGNAL PHASING TO IMPLEMENT A LEADING PEDESTRIAN INTERVAL (LPI).



EXISTING SIGNS:

**SPEED
LIMIT
35**
R2-1

TRAFFIC SIGNS RECOMMENDATIONS:

**SPEED
LIMIT
35**
R2-1

Intersection 13: Florence Ave & Santa Fe Ave - Recommended Improvements

MINAGAR & ASSOCIATES, INC.
FELT-TRANSPORTATION ENGINEERING AND TRANSPORTATION PLANNING
3030 MILL CREEK DRIVE
SUITE 100
LAJUNIA, CA 92033
TEL: (949) 751-1100



City of Huntington Park
Local Roadway Safety Plan
High Collision Locations

Date: 11/9/2021



9.1.13.1 Intersection Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 39: Intersection 13 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRS M CM No. (S02)*	LRS M CM No. (S21PB)*	OS**
1	Upgrade signal backplate	EA	14	\$316.00	\$4,424.00	100%	0%	0%
2	Repaint intersection pavement marking	SQFT	246	\$14.00	\$3,444.00	0%	0%	100%
3	Restripe intersection traffic striping	LF	6842	\$3.50	\$23,947.00	0%	0%	100%
4	Install signs	EA	2	\$575.00	\$1,150.00	0%	0%	100%
5	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	100%	0%
Weighted Average (%)						12%	8%	79%
Total (\$)					\$35,965.00			

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20% \$7,193.00

Total Construction Cost (Including Contingencies):

\$43,158.00

Total Cost & Benefit

The project's total cost is estimated at \$43,158 which does not include the design and engineering costs. The estimated benefit of these improvements is \$891,205 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 20.65.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 20.65 the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$888,758
Travel Time	\$2,184
Vehicle Operating Cost	\$227
Emissions	\$35
Total Benefits	\$891,205

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$43,158
Present Value Benefits (\$ Dollars)	\$891,205
Net Present Value (\$ Dollars)	\$848,047
Benefit / Cost Ratio	20.65



9.1.14 Intersection 14: Saturn Ave & Miles Ave



Figure 31: Intersection 14 Collision Diagram (12 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



Intersection 14: Saturn Ave & Miles Ave - Recommended Improvements



9.1.14.1 Intersection Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 40: Intersection 14 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility		
						LRSM CM No. (S02)*	LRSM CM No. (S21PB)*	OS**
1	Upgrade signal backplate	EA	12	\$316.00	\$3,792.00	100%	0%	0%
2	Install signs	EA	10	\$575.00	\$5,750.00	0%	0%	100%
3	Implement a Leading Pedestrian Interval	LS	1	\$3,000.00	\$3,000.00	0%	100%	0%
Weighted Average (%)						30%	24%	46%
Total (\$)					\$12,542.00			

* Signalized Countermeasure Identification of Local Roadway Safety Manual (Version 1.5, April 2020)

** OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$2,508.40

Total Construction Cost (Including Contingencies):

\$15,051.00

Total Cost & Benefit

The project's total cost is estimated at \$15,051 which does not include the design and engineering costs. The estimated benefit of these improvements is \$1,100,139 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 73.09.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 73.09 the proposed intersection improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$1,096,753
Travel Time	\$3,003
Vehicle Operating Cost	\$312
Emissions	\$71
Total Benefits	\$1,100,139

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$15,051
Present Value Benefits (\$ Dollars)	\$1,100,139
Net Present Value (\$ Dollars)	\$1,085,088
Benefit / Cost Ratio	73.09



9.2 High Collision Roadway Segments

9.2.1 Roadway Segment 1: Pacific Blvd from Slauson Ave to Belgrave Ave

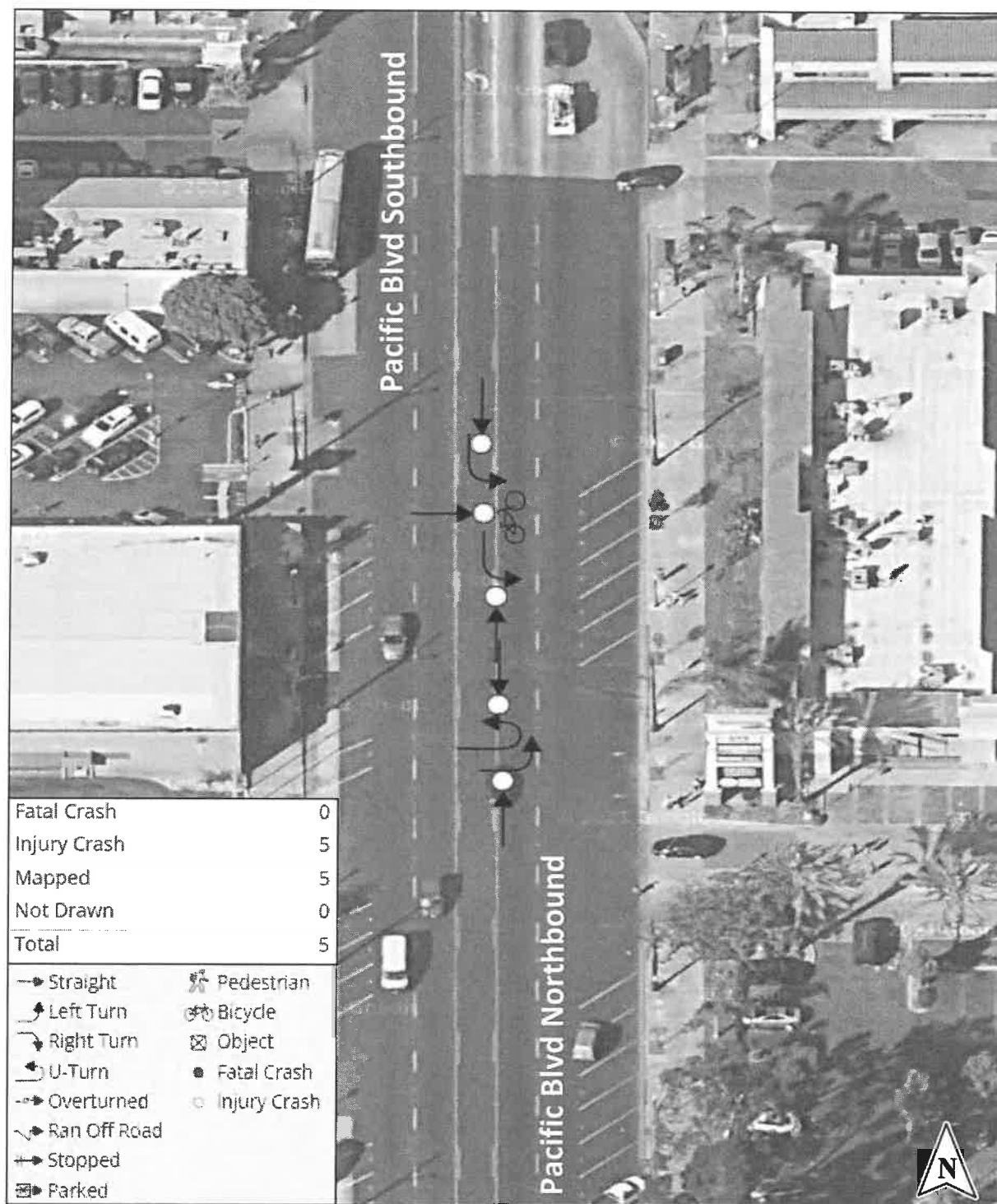


Figure 32: Roadway Segment 1 Collision Diagram (5 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

SLAUSON AVE

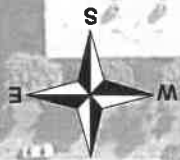
PACIFIC BLVD

BELGRAVE AVE



EXISTING SIGNS:

- HIGH COLLISION RECOMMENDATIONS:
- ① REMOVE ROADWAY SEGMENT CENTER LANE TRAFFIC STRIPING.
 - ② INSTALL DOUBLE YELLOW TRAFFIC STRIPING.
 - ③ INSTALL TYPE IV (L) ARROW.
 - ④ INSTALL SPEED LIMIT PAVEMENT MARKING (25).



Roadway Segment 1: Pacific Blvd from Slauson Ave to Belgrave Ave - Recommended Improvements

MINAGAR & ASSOCIATES, INC.

185-10400000 ELECTRICITY ENGINEERING TRANSPORTATION PLANNING
2200 N. HILL CREEK DRIVE
LAKEMORE, CA 90503
TEL: 949.201.1199



City of Huntington Park
Local Roadway Safety Plan
High Collision Locations

Date: 11/9/2021



9.2.1.1 Roadway Segment 1 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 41: Roadway Segment 1 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility
						OS*
1	Traffic striping	LF	1416	\$3.50	\$4,956.00	100%
2	Pavement marking	SQFT	148	\$14.00	\$2,072.00	100%
Weighted Average (%)						100%
Total (\$)					\$7,028.00	

* OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$1,405.60

Total Construction Cost (including Contingencies):

\$8,434.00

Total Cost & Benefit

The project's total cost is estimated at \$8,434 which does not include the design and engineering costs. The estimated benefit of these improvements is \$259,041 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 30.71.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 30.71 the proposed roadway segment improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$258,111
Travel Time	\$819
Vehicle Operating Cost	\$85
Emissions	\$27
Total Benefits	\$259,041

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$8,434
Present Value Benefits (\$ Dollars)	\$259,041
Net Present Value (\$ Dollars)	\$250,607
Benefit / Cost Ratio	30.71



9.2.2 Roadway Segment 2: S Alameda St from E 67th St to Hawkins Cir

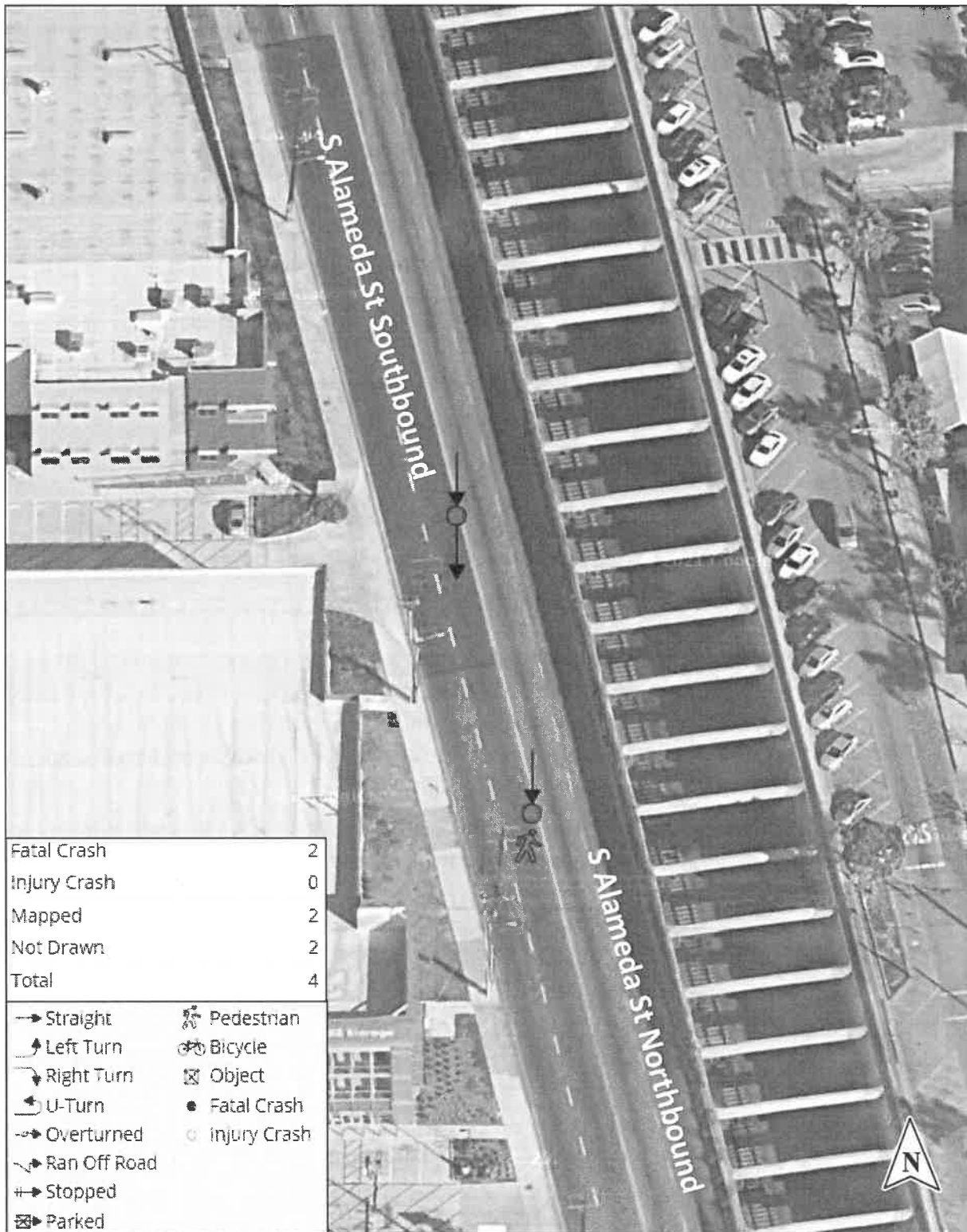
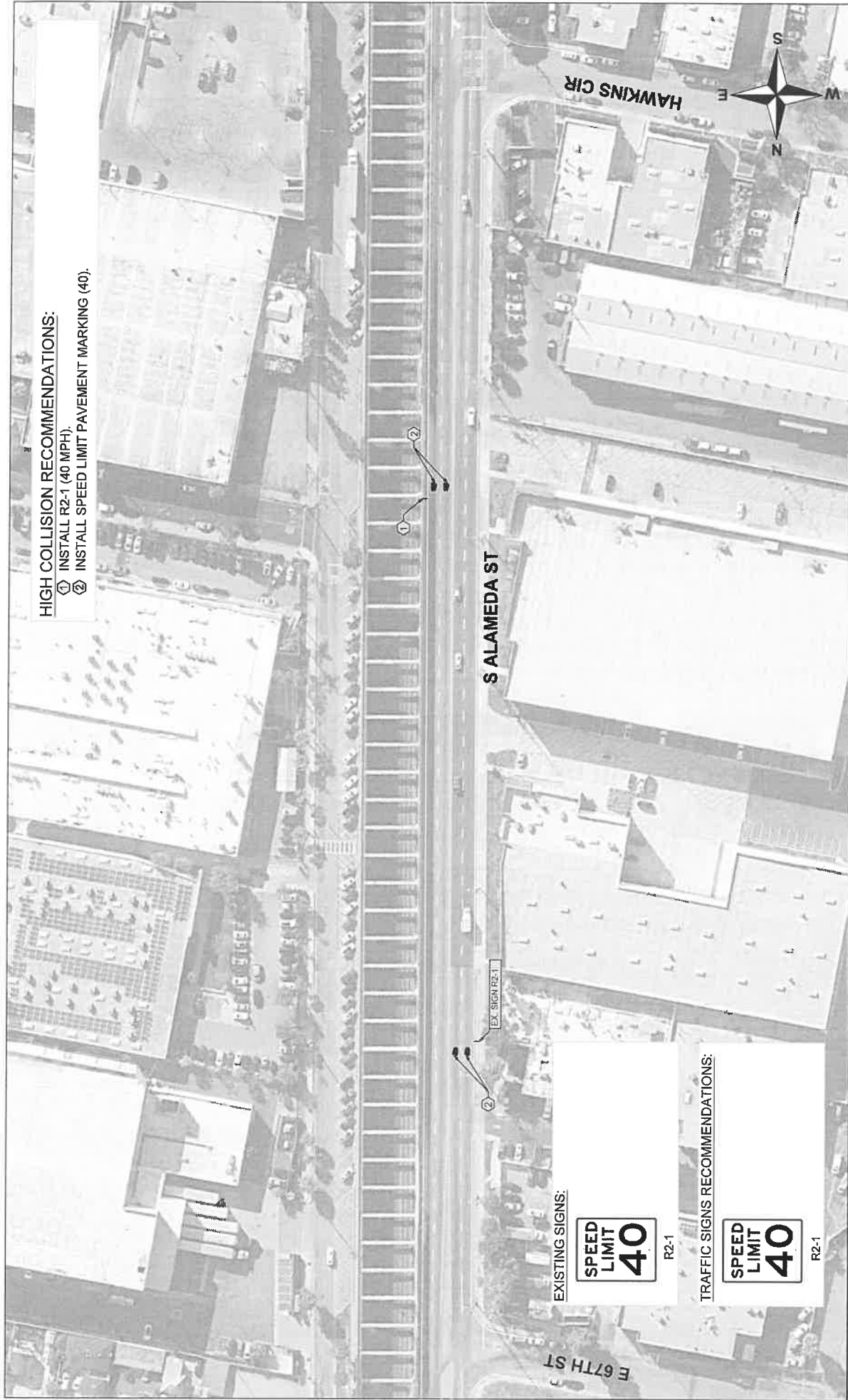


Figure 33: Roadway Segment 2 Collision Diagram (4 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



HIGH COLLISION RECOMMENDATIONS:

- ① INSTALL R2-1 (40 MPH).
- ② INSTALL SPEED LIMIT PAVEMENT MARKING (40).

EXISTING SIGNS:

**SPEED
LIMIT
40**

R2-1

TRAFFIC SIGNS RECOMMENDATIONS:

**SPEED
LIMIT
40**

R2-1

Roadway Segment 2: S Alameda St from E 67th St to Hawkins Cir - Recommended Improvements



PROFESSIONAL ELECTRICAL ENGINEERING TRANSPORTATION PLANNING
3220 N. 10TH AVE. SUITE 100
LAS VEGAS, NV 89114
TEL: (702) 795-1188

City of Huntington Park
Local Roadway Safety Plan
High Collision Locations

Date: 12/30/2021



9.2.2.1 Roadway Segment 2 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 42: Roadway Segment 2 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility
						OS*
1	Pavement marking	SQFT	78	\$14.00	\$1,092.00	100%
2	Install signs	EA	2	\$575.00	\$1,150.00	100%
Weighted Average (%)						100%
Total (\$)					\$2,242.00	

* OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$448.40

Total Construction Cost (including Contingencies):

\$2,691.00

Total Cost & Benefit

The project's total cost is estimated at \$2,691 which does not include the design and engineering costs. The estimated benefit of these improvements is \$7,765,652 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 2885.79.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 2885.79 the proposed roadway segment improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$7,761,901
Travel Time	\$3,685
Vehicle Operating Cost	\$65
Emissions	\$0
Total Benefits	\$7,765,652

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$2,691
Present Value Benefits (\$ Dollars)	\$7,765,652
Net Present Value (\$ Dollars)	\$7,762,961
Benefit / Cost Ratio	2885.79



9.2.3 Roadway Segment 3: Slauson Ave from Miles Ave/Soto St to Bickett St

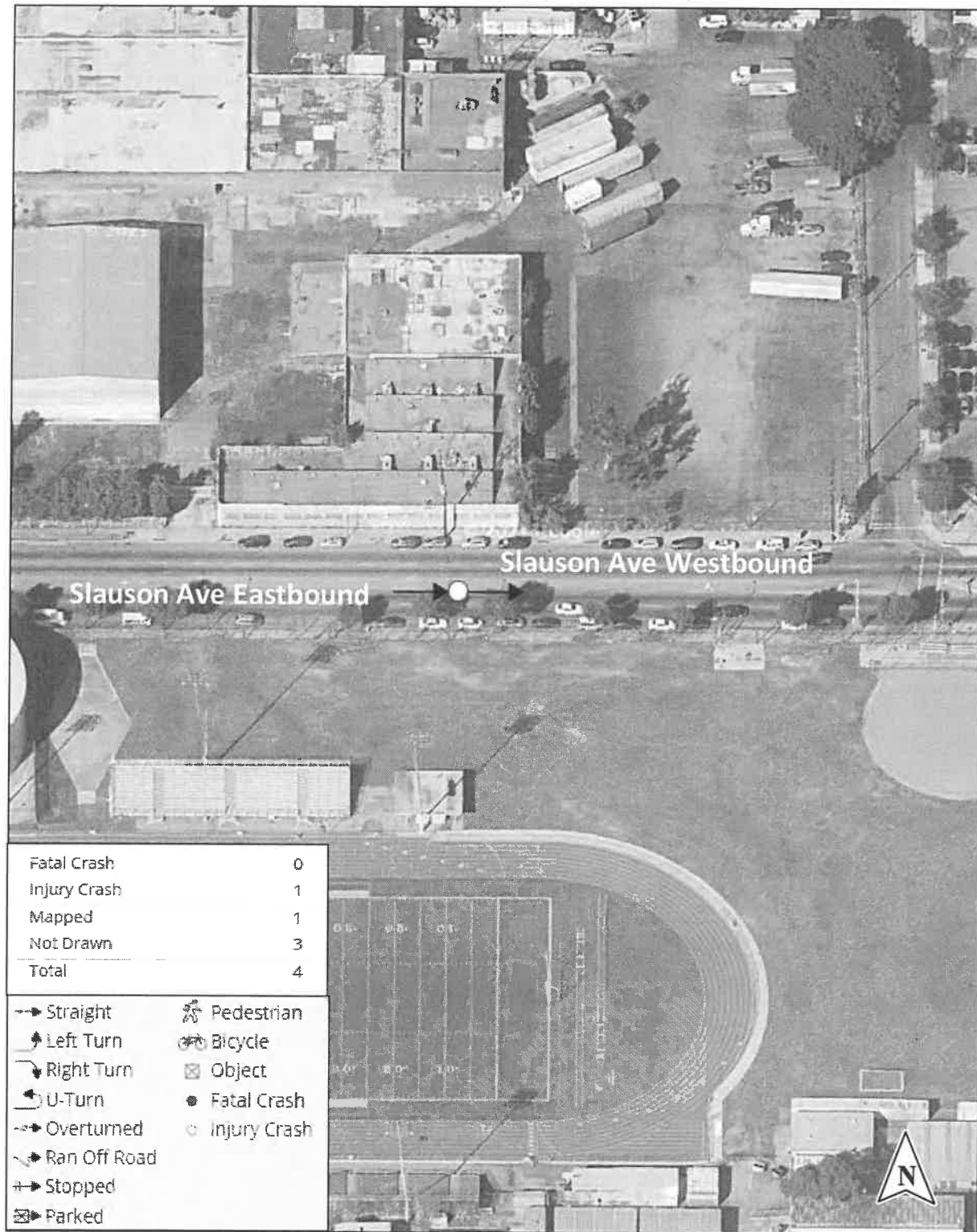
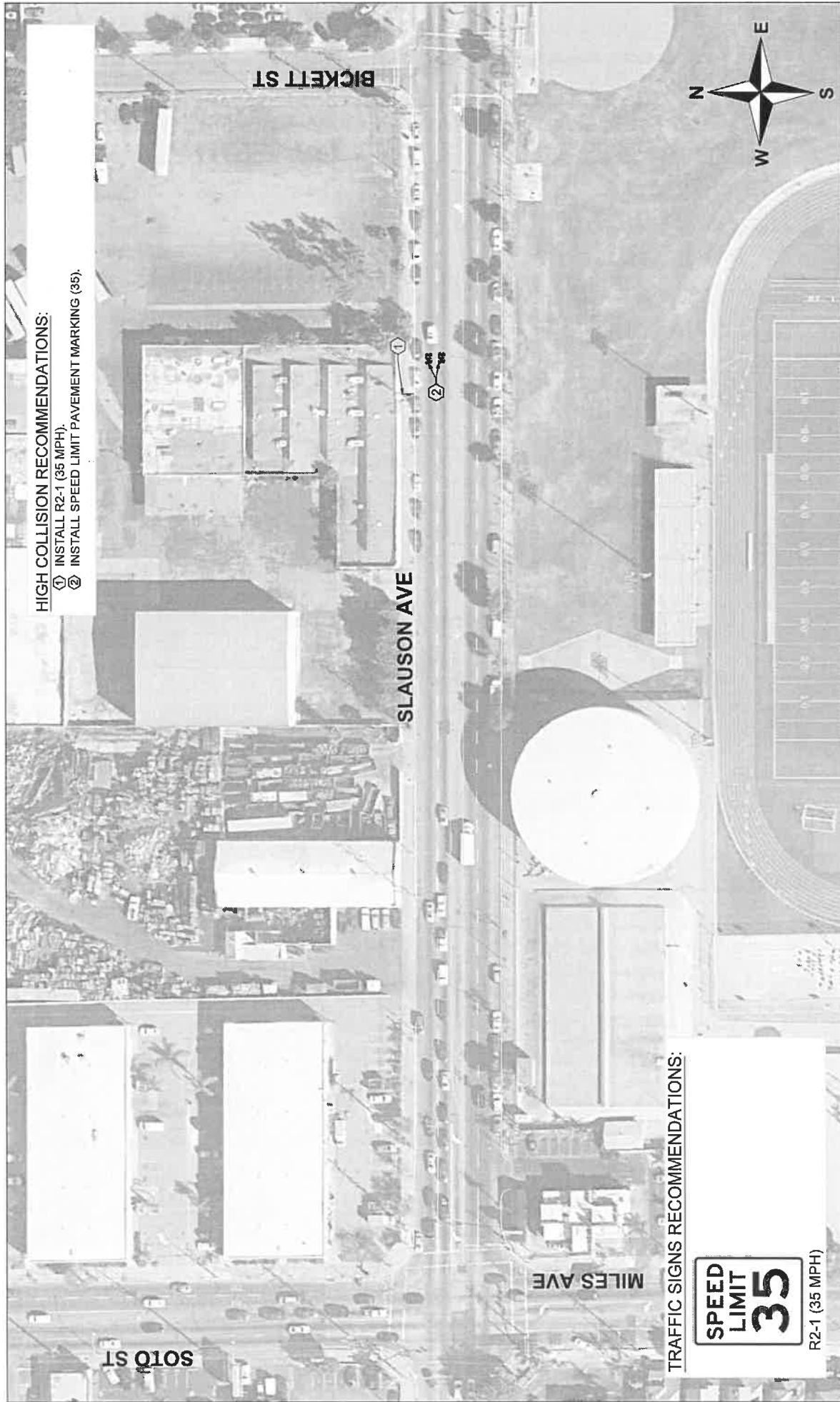


Figure 34: Roadway Segment 3 Collision Diagram (4 Collisions)
Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)



<p>City of Huntington Park Local Roadway Safety Plan High Collision Locations</p>	<p>Roadway Segment 3: Slauson Ave from Miles Ave/Soto St to Bickett St - Recommended Improvements</p>
<p>11/19/2021</p>	<p>DATE: 11/19/2021</p>
<p>11/19/2021</p>	<p>DATE: 11/19/2021</p>



9.2.3.1 Roadway Segment 3 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 43: Roadway Segment 3 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility
						OS*
1	Pavement marking	SQFT	33	\$14.00	\$462.00	100%
2	Install signs	EA	1	\$575.00	\$575.00	100%
Weighted Average (%)						100%
Total (\$)					\$1,037.00	

* OS: Other Safety-Related improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%	\$207.40
Total Construction Cost (Including Contingencies):	\$1,245.00

Total Cost & Benefit

The project's total cost is estimated at \$1,245 which does not include the design and engineering costs. The estimated benefit of these improvements is \$136,454 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 109.60.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 109.60 the proposed roadway segment improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$136,153
Travel Time	\$273
Vehicle Operating Cost	\$28
Emissions	\$0
Total Benefits	\$136,454

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$1,245
Present Value Benefits (\$ Dollars)	\$136,453
Net Present Value (\$ Dollars)	\$135,209
Benefit / Cost Ratio	109.60



9.2.4 Roadway Segment 4: Slauson Ave from Alameda St & Santa Fe Ave



Figure 35: Roadway Segment 4 Collision Diagram (3 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

HIGH COLLISION RECOMMENDATIONS:

- ① INSTALL R2-1 (35 MPH).
- ② INSTALL SPEED LIMIT PAVEMENT MARKING (35).
- ③ REPAINT PAVEMENT MARKING.



EXISTING SIGNS:



TRAFFIC SIGNS RECOMMENDATIONS:



MTT TRAFFIC ENGINEERING & PLANNING
 2324 WAL CREEK DRIVE
 SUITE 100
 LAGUNA HILLS, CA 92653
 TEL (408) 797-1198

City of Huntington Park
 Local Roadway Safety Plan
 High Collision Locations

Date: 11/9/2021

Roadway Segment 4: Slauson Ave from Alameda St to Santa Fe Ave - Recommended Improvements



9.2.4.1 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 44: Roadway Segment 4 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility
						OS*
1	Pavement marking	SQFT	132	\$14.00	\$1,848.00	100%
2	Install signs	EA	3	\$575.00	\$1,725.00	100%
	Weighted Average (%)					100%
	Total (\$)				\$3,573.00	

* OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%	\$714.60
Total Construction Cost (Including Contingencies):	\$4,288.00

Total Cost & Benefit

The project's total cost is estimated at \$4,288 which does not include the design and engineering costs. The estimated benefit of these improvements is \$12,942,753 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 3018.37.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 3018.37 the proposed roadway segment improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$12,936,502
Travel Time	\$6,142
Vehicle Operating Cost	\$108
Emissions	\$0
Total Benefits	\$12,942,753

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$4,288
Present Value Benefits (\$ Dollars)	\$12,942,753
Net Present Value (\$ Dollars)	\$12,938,465
Benefit / Cost Ratio	3018.37



9.2.5 Roadway Segment 5: Slauson Ave from Bickett St to State St/Boyle Ave

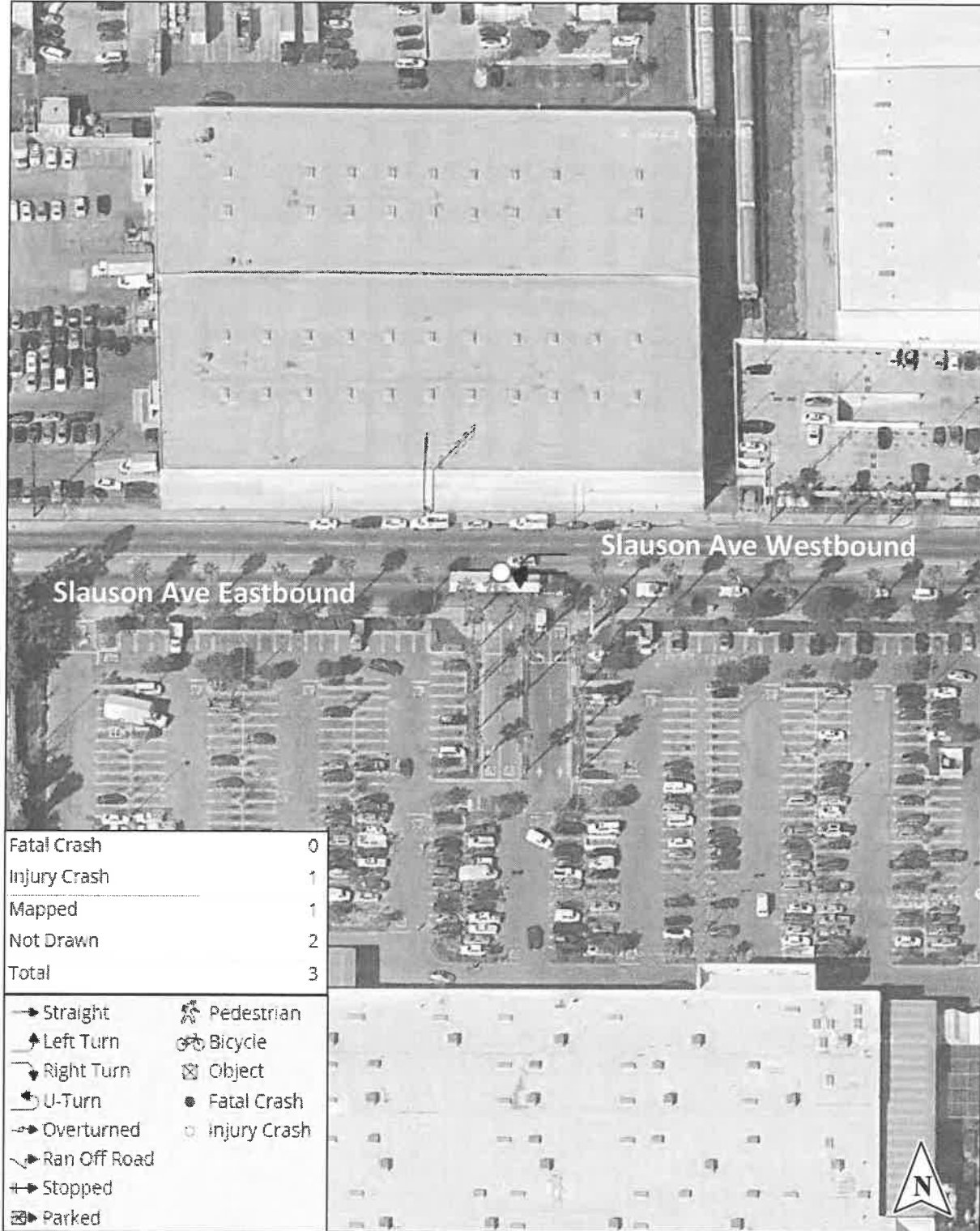


Figure 36: Roadway Segment 5 Collision Diagram (3 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)





9.2.5.1 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 45: Roadway Segment 5 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility
						OS*
1	Pavement marking	SQFT	132	\$14.00	\$1,848.00	100%
2	Traffic striping	LF	39	\$3.50	\$136.50	100%
3	Install signs	EA	4	\$575.00	\$2,300.00	100%
Weighted Average (%)						100%
Total (\$)					\$4,284.50	

* OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20%

\$856.90

Total Construction Cost (Including Contingencies):

\$5,142.00

Total Cost & Benefit

The project's total cost is estimated at \$5,142 which does not include the design and engineering costs. The estimated benefit of these improvements is \$172,694 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 33.59.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 33.59 the proposed roadway segment improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$172,074
Travel Time	\$546
Vehicle Operating Cost	\$57
Emissions	\$18
Total Benefits	\$172,694

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$3,869
Present Value Benefits (\$ Dollars)	\$172,694
Net Present Value (\$ Dollars)	\$167,552
Benefit / Cost Ratio	33.59



9.2.6 Roadway Segment 6: Pacific Blvd from Gage Ave to Clarendon Ave



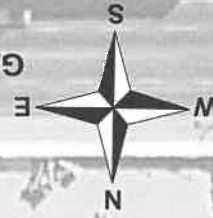
Figure 37: Roadway Segment 6 Collision Diagram (2 Collisions)

Source: University of California, Berkeley Transportation Injury Mapping System (TIMS)

CLARENDON AVE

PACIFIC BLVD

GAGE AVE



HIGH COLLISION RECOMMENDATIONS:

- ① INSTALL SPEED LIMIT PAVEMENT MARKING (25).

25

EXISTING SIGNS:



R2-1



INTERNATIONAL ELECTRICAL ENGINEERS TRANSPORTATION PLANNING
2324 WILCOX DRIVE
LOS ANGELES, CA 90005
TEL: 949.701.1199

City of Huntington Park
Local Roadway Safety Plan
High Collision Locations

Date: 11/9/2021

Roadway Segment 6: Pacific Blvd from Gage Ave to Clarendon Ave - Recommended Improvements



9.2.6.1 Cost Estimate and Cost/Benefit Analysis

Construction Cost Estimate:

The following table represents the preliminary line-item cost for the proposed countermeasures.

Table 46: Roadway Segment 6 Cost Estimate

No.	Item Description	Unit	Quantity	Unit Cost	Total	HSIP Funding Eligibility
						OS*
1	Pavement marking	SQFT	70	\$14.00	\$980.00	100%
	Weighted Average (%)					100%
	Total (\$)				\$980.00	

* OS: Other Safety-Related Improvements

Contingencies percentage of the aforementioned Total Construction Cost:

20% \$196.00

Total Construction Cost (Including Contingencies):

\$1,176.00

Total Cost & Benefit

The project's total cost is estimated at \$1,176 which does not include the design and engineering costs. The estimated benefit of these improvements is \$136,454 based on the Highway Safety Benefit-Cost Analysis Model (Version 2.0). The resulting Benefit-Cost ratio is 116.03.

The current HSIP Cycle 10 program has a required minimum B/C ratio (BCR) of 3.5 for a BCR Application. With a B/C ratio of 116.03 the proposed roadway segment improvement project is eligible for HSIP funding and is considered a competitive HSIP project.

Itemized Benefits	
Safety	\$136,153
Travel Time	\$273
Vehicle Operating Cost	\$28
Emissions	\$0
Total Benefits	\$136,454

Summary of Total Cost & Benefit	
Present Value Costs (\$ Dollars)	\$1,176
Present Value Benefits (\$ Dollars)	\$136,454
Net Present Value (\$ Dollars)	\$135,278
Benefit / Cost Ratio	116.03



Appendix A. List of Fifty (50) Intersections with Corresponding Number of Collisions and Victim Degree of Injury



**Intersection Collisions and Ranking in the City of Huntington Park
(December 31, 2015 – December 31, 2020)**

Intersection Ranking Number ^[1]	Intersection Location	Number of Collisions	Victim Degree of Injury			
			Killed	Suspected Serious Injury	Suspected Minor Injury	Possible Injury
1	California Ave/Salt Lake Ave & Florence Ave	22	0	1	7	21
2	Gage Ave & Pacific Blvd	20	0	0	8	19
3	Gage Ave & State St	17	0	0	3	16
4	Miles Ave/Soto St & Slauson Ave	15	0	1	6	12
5	Gage Ave & Miles Ave	14	0	2	3	11
6	Gage Ave & Santa Fe Ave	14	0	2	2	12
7	Pacific Blvd & Slauson Ave	14	0	1	3	16
8	Gage Ave & Rugby Ave	14	0	1	3	15
9	Florence Ave & State St	13	0	0	3	13
10	Alameda St & Randolph St	12	1	2	3	10
11	Hope St & State St	12	1	0	3	14
12	Randolph St & Santa Fe Ave	12	0	2	8	13
13	Florence Ave & Santa Fe Ave	12	0	1	2	18
14	Saturn Ave & Miles Ave	12	0	0	3	14
15	Slauson Ave & Santa Fe Ave	11	1	1	2	9
16	Randolph St & Rugby Ave	11	0	0	7	10
17	Slauson Ave & Malabar St	11	0	0	6	12
18	Saturn Ave & Pacific Blvd	10	0	3	5	6
19	Alameda St & Gage Ave	10	0	1	3	13
20	Broadway St & State St	10	0	0	8	11
21	Santa Ana St & California Ave	9	0	1	4	10
22	Gage Ave & Stafford Ave	9	0	1	3	6
23	Zoe Ave & Alameda St	9	0	0	4	13
24	Slauson Ave & Alameda St	9	0	0	2	10
25	Zoe Ave & Santa Fe Ave	9	0	0	1	11
26	Florence Ave & Mountain View Ave	8	0	1	3	10
27	Gage Ave & Malabar St	8	0	1	0	7
28	California St & State St	8	0	0	2	13
29	Florence Ave & Pacific Blvd	8	0	0	1	12
30	Randolph St & Rita Ave	8	0	0	1	8
31	Florence Ave & Marconi St	8	0	0	0	11
32	Walnut St & State St	7	1	0	3	7
33	Clarendon Ave & Santa Fe Ave	7	0	1	1	8
34	Broadway St & California Ave	7	0	0	3	8
35	Saturn Ave & State St	7	0	0	3	7
36	Santa Ana St & State St	7	0	0	2	8
37	65 th St & Alameda St	6	0	4	1	7
38	Gage Ave & Salt Lake Ave	6	0	1	1	4
39	Florence Ave & Bissell St	6	0	0	1	9
40	Olive St & State St	6	0	0	1	8
41	Gage Ave & Wilmington Ave	6	0	0	1	5



Intersection Ranking Number ^[1]	Intersection Location	Number of Collisions	Victim Degree of Injury			
			Killed	Suspected Serious Injury	Suspected Minor Injury	Possible Injury
42	56 th St & Pacific Blvd	6	0	0	0	7
43	Gage Ave & Bissell St	5	1	1	2	1
44	Gage Ave & Newell St	5	1	0	1	4
45	Florence Ave & Alameda St	5	0	1	1	5
46	Florence Ave & Mission Pl	5	0	1	1	3
47	Saturn Ave & Seville Ave	5	0	0	3	5
48	Gage Ave & Middleton St	5	0	0	1	12
49	Gage Ave & Rita Ave	5	0	0	1	8
50	Florence Ave & Marbrisa Ave	5	0	0	1	4

[1] Intersection Ranking Number is based on the number of contiguous collisions in each intersection within a distance of 250 feet.



Appendix B. Truck Turning Templates

HEAVY TRUCK RIGHT TURNING TEMPLATE FOR

- WB - 67 (53-FOOT TRAILER) FOR
1. NORTHBOUND RIGHT TURN
 2. EASTBOUND RIGHT TURN
 3. SOUTHBOUND RIGHT TURN
 4. WESTBOUND RIGHT TURN



Intersection 6: Gage Ave and Santa Fe Ave - Truck Right Turning Template



MINAGAR & ASSOCIATES, INC.
ITS TRAFFIC/ELECTRICAL/ENGINEERING/TRANSPORTATION PLANNING
3333 MIL CREEK CORNE
SUITE 100
LAGUNA HILLS, CA 92653
TEL: (949) 771-1199

City of Huntington Park
Local Roadway Safety Plan
High Collision Locations

Date: 1/19/2021



HEAVY TRUCK LEFT TURNING TEMPLATE FOR
WB - 67 (53-FOOT TRAILER) FOR
1. NORTHBOUND LEFT TURN
2. EASTBOUND LEFT TURN
3. SOUTHBOUND LEFT TURN
4. WESTBOUND LEFT TURN

<p>City of Huntington Park Local Roadway Safety Plan High Collision Locations</p>	<p>MINAGAR & ASSOCIATES, INC. TRAFFIC ENGINEERING / CIVIL ENGINEERING / TRANSPORTATION PLANNING 3333 MILL CREEK DRIVE SUITE 105 LA BREA, CA 90039 TEL: 310.411.1112</p>	<p>Intersection 6: Gage Ave and Santa Fe Ave - Truck Left Turning Template</p>
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Date: 11/9/2021



MINAGAR & ASSOCIATES, INC.

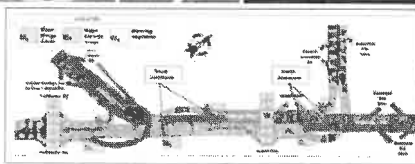
ITS - Traffic/Civil/Electrical Engineering - Transportation Planning - Homeland Security - CEM

	2019	Winner of the Orange County Engineering Council's Outstanding Service Award	
	2016	Winner of the ASCE's Outstanding Civil Engineer in the Private Sector Award in the State of California	
	2016	Winner of the ASCE Los Angeles Section's Outstanding Civil Engineer in the Private Sector Award	
	2016	Winner of the ASCE Orange County Chapter's Outstanding Civil Engineer in the Private Sector Award	
	2016	Certificate of Recognition for Dedication to Support the ELTP Program by Los Angeles County MTA/Metro	
	2016	Winner of the Orange County Engineering Council's Outstanding Engineering Service Award	
	2015	Orange County Business Journal's 2015 Excellence in Entrepreneurship Award Nominee	
	2014	Orange County Business Journal's 2014 Excellence in Entrepreneurship Award Nominee	
	2012	Winner of Cal-EPA/California Air Resources Board's Cool California Climate Leader	
	2011	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	
	2011	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	
	2010	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	
	2009	Winner of the ASCE's Outstanding Private Sector Civil Engineering Project in Metropolitan Los Angeles	
	2009	Winner of the Caltrans' 2009 Excellence in Transportation Award in the State of California	
	2007	Winner of the ASCE's Outstanding Public/Private Sector Civil Engineering Project in Metropolitan Los Angeles	
	2005	Winner of the APWA's Best Traffic Congestion Mitigation Project of the Year in Southern California	
	2004	Top Nominee of Transportation Foundation's Highway Management Program in the State of California	
	2003	Winner of the PTI's Best Transportation Technology Solutions Award in the United States	
	2002	Winner of the ITS-CA's Best Return on Investment Project Award in the State of California	
	2000	Award of Excellence in Service by Los Angeles County MTA/Metro in the County of Los Angeles	



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- Transportation Planning
- ITS (Intelligent Transportation Systems)
- Civil/Electrical Engineering
- Homeland Security
- Construction Engineering Management



MINAGAR & ASSOCIATES, INC.

23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653

Tel: (949)707-1199
Web: www.minagarinc.com

28 Years of
Engineering & Planning
Excellence



ITEM NO. 6



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 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 BIDS FOR THE DESIGN-BUILD OF FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Bid (RFB) from a State of California licensed C-16 - Fire Protection Contractor, per California Code of Regulations, Title 16, Division 8, Article 3 to design, fabricate/manufacture and install a fire protection alarm system at thirteen City facilities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

There are currently thirteen City-owned facilities that either do not have or partially do not contain a fire protection alarm system. The integration of fire alarm systems, fire protection, life safety, and other fire protection systems into the design of all building types is essential for safety, property protection and code compliance. The City is seeking bids from qualified consulting professionals for the design-build of a fire-alarm system at thirteen (13) City facilities where a system network does not fully/partially exist. Requesting a fire protection contractor that designs, takes measurements and lay outs, fabricates and installs all types of fire protection systems; including though not limited to all the equipment associated with these systems and electrical alarm systems. A formal RFB (Attachment A) will be published to solicit bids from qualified firms to provide the design-build of a fire protection alarm system.

The following is a tentative schedule:

CONSIDERATION AND APPROVAL TO SOLICIT BIDS FOR THE DESIGN-BUILD OF FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES

March 1, 2022

Page 2 of 3

RFB ISSUED	March 4, 2022
MANDATORY PRE-BID MEETING: 9:00 AM	March 22, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	April 4, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	April 11, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	April 19, 2022
TENTATIVE CITY COUNCIL AWARD DATE	May 3, 2022
APPROXIMATE NOTICE TO PROCEED DATE	May 16, 2022

LEGAL REQUIREMENT

Design-bid procurement process is set forth in California Public Contract Code Section 22160, et seq. One statute that expressly authorizes cities to use design-build allows award based upon "best value and other criteria" such as technical design, construction expertise and life cycle costs (Public Contract Code Section 20175.2(d)(4)(B)). The selected design-build entity completes the project design and prepares construction documents. Once the City Council has approved the design, the design-build contractor builds the project.

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

FISCAL IMPACT/FINANCING

At this time, there is no fiscal impact associated with the approval of the solicitation of bids to perform this service. Once bid-proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO SOLICIT BIDS FOR THE DESIGN-BUILD OF
FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES**

March 1, 2022

Page 3 of 3



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. RFB Design-Build of Fire Protection Alarm Services

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR BID FOR
Design-Build of Fire Protection Alarm Services
PROPOSAL DUE DATE: TUESDAY, APRIL 19, 2022, 2:00 P.M.**

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croltan@hpca.gov



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1. INTRODUCTION

The City of HUNTINGTON PARK (City) is seeking bids from qualified consulting professionals for the design-build of a fire-alarm system at thirteen (13) City facilities where a system does not exist. Requesting a fire protection contractor that designs, takes measurements and lay outs, fabricates and installs all types of fire protection systems; including though not limited to all the equipment associated with these systems and electrical alarm systems. Contractor must be a State of California licensed C-16 - Fire Protection Contractor, per California Code of Regulations, Title 16, Division 8, Article 3. Classifications. Sealed Bids will be received until **2:00 pm on Tuesday, April 19, 2022** from a State Department of Industrial Relations (DIR) registered contractors who holds a Class C-16 California Contractor License and has a proven record of experience in performing similar services needed to fulfill this contract. This public works project is subject to DIR registration, payment of State prevailing wages, electronic payroll reporting and other DIR Requirements.

2. OVERVIEW

This design-build contract includes, though is not limited to, furnishing all materials, equipment, labor and services associated with the design, fabrication, permitting and construction of a fire protection alarm network that protects non-sprinkled historic City buildings and warehouses. The City does not possess building As-built plans, so the selected consultant must take measurements of all City facilities and perform the design without the use of available plans. This project is subject to the latest edition of the Building Code and Public Contracting Code procurement requirements.

- *2019 California Building Code. California Code of Regulations, Title 24. International Code Council.*
- *2019 California Fire Code. California Code of Regulations, Title 24. International Code Council.*

A mandatory pre-bid meeting has been scheduled for Tuesday, March 22, 2022 at 9:00 a.m.; City of Huntington Park City Hall, 6550 Miles Avenue, Huntington Park, CA 90255. Bidders must attend the pre-bid meeting to be eligible to bid on the project. Bidders will visit all thirteen (13) facilities. This is an opportunity for interested bidders to ask questions and the RFB. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide the design-build of a fire-alarm system at thirteen (13) City facilities where a system does not exist. The consultant applying should have significant experience in providing this type of services.

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

A. Task 1 – Design-Build for Fire Protection Alarm Services

- The consultant's bid shall include but not be limited to the following items:
 - Prevailing Wage Labor Rates
 - System Design Engineering
 - Electronic Shop Drawings and Submittals
 - Hardcopy System Drawings (upon request) – City Building & Fire Department
 - Plan Check, Permit and Inspection Fees
 - As-Builts and O&M's Upon Completion
 - Sales Tax
 - (12) Month Warranty on Parts and Equipment
 - Standard AVC Insurance Coverage
 - Weekend Business Working Hours (Friday thru Sunday)
 - Fire Alarm Testing and Inspections
 - Onsite System User Training
 - System Programming
 - HVAC Shutoff Wiring and/or Terminations
 - 120VAC Wiring and/or Terminations
 - Relays rated greater than 10.0amps (24vd/ac or 120va)
 - Access Panels
 - Sprinkler Flow and Tamper Switches
 - Knox Box and/or Tamper Switch
 - Elevator Access Panels for Smoke and Heats
 - Elevator Control Wiring and/or Terminations
 - Structural Backing or Supports
 - Coring, Cutting, Patching or Painting
 - Fire Stopping and Sealing of Penetrations
 - Bid, Payment, or Performance Bonds
 - Single Path Communicator(s) (Cell, Radio, or IP Dialers)

Request for Bid
Design-Build of Fire Protection Alarm Services

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Building	Smokes / Heats	Horn Strobes	Strobes	Pull Stations	Other Devices
Fleet Building	9	12	6	5	
Metro Transit	10	4	7	2	
Street Division	3	2	3	3	
Street Division Sm Building	2	2	1		
Water / Elec Dept	22	12	7	6	
Admin Office	15	4	3	4	
Park Department	5	1	2	1	
Parks Shed	8	2	1		
Recreation Building	65	34	30	11	
City Hall	125	34	51	11	15
Police Station	85	21	30	6	15
Muni Building	5	1	3		
Community Center	32			7	4

Options will include the following, though the bidder may present a case for approved alternative:

- Simplex Commercial Fire Alarm
- Notifier by Honeywell Commercial Fire Alarm
- Fire-Lite Alarm System

Installation Method: In Conduit / Open Cable as required By Code

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the performance of contracts and will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against. No person will be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract. The right is reserved by the City to reject any or all bids, to waive any irregularities or informalities not affected by law, to evaluate the bids submitted and to award the contract according to the bid which best serves the interests of said City.

PER CALIFORNIA LABOR CODE (CLC) THE FOLLOWING IS HEREBY INCORPORATED:

As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City. Proof of registration for each contractor and subcontractor listed on the bid is required. As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Design-Build of Fire Protection Alarm Services

As set forth in CLC section 1773, the City shall obtain the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

PUBLIC WORKS PROJECT: This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site: <http://www.dir.ca.gov/dlsr/PWD/index.htm>.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and are on file in the office of the City Engineer and will be made available to any interested person on request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the Owner to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a State or federally chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The Owner shall not certify that the contract has been completed until at least 35 days after filing by the Owner of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

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 RFB 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 (65%) – 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 (25%) – The consultant's responsiveness in developing a comprehensive plan to oversee the completion of the design-build project while meeting regulatory requirements and the City's specific needs.
- 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 and/or consultants may review the bid proposals. Bid 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 may occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All bid 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 BID 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 RFB. 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 RFB 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 RFB 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 providing labor compliance for this design-build project. The proposer shall explain the way in which the proposer will timely

Design-Build of Fire Protection Alarm Services

complete all of the tasks called for under this RFB 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.

References: Each consultant must include at least 3 agency references going back not more than five (5) years from the issuance of this RFB in which the consultant was engaged to perform tasks similar to those requested under this RFB. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFB and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**Design-Build of Fire Protection Alarm Services**" 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 RFB must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpcg.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, APRIL 4, 2022**. In response to all questions received by this date, City may issue an Addendum and/or send out an email to all of the individuals that downloaded the RFB no later than **April 11, 2022**. The addendum and/or responses 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, APRIL 19, 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 whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFB. 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 RFB
- 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 RFB. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFB ISSUED	March 4, 2022
MANDATORY PRE-BID MEETING: 9:00 AM	March 22, 2022
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APPROXIMATE NOTICE TO PROCEED DATE	May 16, 2022

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

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

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

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

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

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-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 Indemnitees, 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: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*:
 - **\$1,000,000** per occurrence and **\$2,000,000** general aggregate;
 - **\$2,000,000** per occurrence and **\$4,000,000** general aggregate; or
 - Other: _____for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than **\$1,000,000** per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Note – required only if vendor has employees)

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address

ACORD

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:

Agent or Broker Name & Address

INSURED:

Insured Name & Address

DATE (MM/DD/YYYY)

CONTACT NAME: _____ FAX: _____

PHONE: _____ E-MAIL: _____

INSURER(S) AFFORDING COVERAGE: _____

INSURER A: _____

INSURER B: _____

INSURER C: _____

INSURER D: _____

INSURER E: _____

INSURER F: _____

COVERAGES

☒ COMMERCIAL GENERAL LIABILITY

☒ CLAIMS-MADE ☒ OCCUR

☐ AUTOMOBILE LIABILITY

☐ UMBRELLA LIAB

☐ WORKERS COMPENSATION AND EMPLOYERS LIABILITY

CERTIFICATE NUMBER:

Policy Number

REVISION NUMBER:

Current Policy Period

LIMITS

General Liab. Each Occurrence: \$2,000,000

Damage to Rented Premises: \$1,000,000

Med Exp: \$5,000

Personal & Adv: \$1,000,000

General Aggregate: \$4,000,000

Products: \$1,000,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 101, additional Features Schedule, may be attached if space is required)

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

CERTIFICATE HOLDER

City of Huntington Park

6550 Miles Avenue

Huntington Park, CA 90255

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

SIGNATURE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

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

CG 20 12 04 13

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ITEM NO. 7



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

March 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 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21/22

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of December 21, 2021, the City Council authorized staff to publish the Notice Inviting Bid (NIB) for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22. The bid opening is scheduled for March 24, 2022. The paving project encompasses work on the following street segments:

Street Name	Beginning Location	Ending Location
Miles Avenue	150' N/O 57 th Street	Florence Avenue
Santa Fe Avenue	58 th Street	Florence Avenue

The project requires construction management and inspection services (CM/CI) to provide project oversight. CM/CI services are the overall planning, coordination, and control of a project from beginning to completion. A formal RFP (Attachment A) will be

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2021-01 SB1 CDBG STREET ENHANCEMENT PROJECT FY 21/22

March 1, 2022

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published to solicit proposals from qualified firms to provide CM/CI services for the project.

The following is a tentative schedule:

RFP ISSUED	March 4, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	March 14, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	March 21, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	March 29, 2022
TENTATIVE CITY COUNCIL AWARD DATE	April 5, 2022
APPROXIMATE NOTICE TO PROCEED DATE	April 18, 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 1) 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 qualified firms to manage the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform CM/CI services. Once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2021-01 SB1
CDBG STREET ENHANCEMENT PROJECT FY 21/22**

March 1, 2022

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RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. RFP CIP 2021-01 SB1 CDBG Street Reconstruction Project – CM Services

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Construction Management & Inspection Services
CIP 2021-01 SBI CDBG Street Reconstruction Project FY 21/22**

PROPOSAL DUE DATE: MARCH 29, 2022, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpca.gov



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1. INTRODUCTION

The City of HUNTINGTON PARK (City) is seeking proposals from qualified consulting professionals experienced in construction management and inspection services specifically related to the administration, monitoring and enforcement of Community Development Block Grant (CDBG) funded capital improvement projects. Focus is on roadway reconstruction of asphalt pavement on Miles Avenue and Santa Fe Avenue as part of CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22.

2. OVERVIEW

CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22 includes the furnishing all materials, equipment, labor, and services for the street reconstruction of the roadways on Miles Avenue between Florence Avenue and 150' north of 57th Street and Santa Fe Avenue between Florence Avenue and 58th Street. Improvements include pedestrian safety and mobility enhancements, upgrades to pedestrian ramps in compliance with the latest edition of the American with Disabilities guidelines, striping. This project is subject to Greenbook standards and Public Contracting Code procurement requirements. Project plans and specifications may be downloaded from <http://www.hpca.gov/bids.aspx>

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide construction management and inspection services. The consultant applying should have significant experience in providing this type of service.

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

A. Task 1 – Construction Management and Inspection Services

- Consultant will furnish all materials, equipment, labor, and services to provide construction management and inspection services related to CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/2. The primary responsibility for general supervision of construction must remain with the CM/CI hired by the City. CM/CI must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project. Activities include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. Ensure that the contractor is submitting weekly payroll records through the State Department of Industrial Relations (DIR). Oversee

compliance with State/Federal prevailing wage and labor compliance requirements. Oversee the specific labor standards parameters applicable to the construction project. Participate in the pre-construction meetings, weekly or bi-weekly meetings and inform contractors of wages, reporting and other project obligations. Prepare and distribute construction agendas and meeting minutes. Create and maintain Labor Standards Enforcement Files that includes pictures. Conduct employee interviews and reconcile with weekly reports. Notify the prime contractor in writing of any discrepancies or suspected violations and define the corrective actions to be taken including restitution payments. Review the final project file and participate in the final review meeting with 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 (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.

- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff and/or consultants may 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 may 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.

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.

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22 – CM/CI**

Services” 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@hpcg.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, MARCH 14, 2022**. In response to all questions received by this date, City may issue an Addendum and/or send out an email to all of the individuals that downloaded the RFP no later than **March 21, 2022**. The addendum and/or responses 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 29, 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 whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY’S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY’S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	March 4, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	March 14, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	March 21, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	March 29, 2022
TENTATIVE CITY COUNCIL AWARD DATE	April 5, 2022
APPROXIMATE NOTICE TO PROCEED DATE	April 18, 2022

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

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

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

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

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

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

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

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

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

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-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 Indemnities 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 Indemnities. 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 (vi) 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.

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

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

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

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

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

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

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

- 7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 **MISCELLANEOUS:**
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

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

7.24 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS

Office of the City Clerk

INSURANCE REQUIREMENTS

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

Coverage shall be at least as broad as:

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

for bodily injury, personal injury and property damage, including operations, products and completed operations

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

SUBJECT TO CHANGE ACCORDING TO EVENT

ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Agent or Broker Name & Address

INSURED: Insured Name & Address

DATE

CONTACT INFORMATION: NAME, PHONE, FAX, E-MAIL, ADDRESS

INSURER'S AFFORDED COVERAGE: INSURER A, INSURER B, INSURER C, INSURER D, INSURER E, INSURER F

REVISION NUMBER:

CERTIFICATE NUMBER:

COVERAGES:

TYPE OF INSURANCE: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA/LIB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

POLICY NUMBER:

CURRENT POLICY PERIOD:

LIMITS: EACH OCCURRENCE, DAMAGE TO RENTED PREMISES, MED EXP (any one person), PERSONAL & ADVERTISING, GENERAL AGGREGATE, PRODUCTS - COMPOUND, COMBINED SINGLE LIMIT, BODILY INJURY (any person), BODILY INJURY (any insured), PROPERTY DAMAGE (any insured)

General Liab. Each Occurrence: \$2,000,000

Damage to Rented Premises: \$1,000,000

Med Exp: \$5,000

Personal & Adv Injury: \$1,000,000

General Aggregate: \$4,000,000

Products: \$1,000,000

Combined Single Limit: \$1,000,000

Each Accident: \$1,000,000

DESCRIPTION OF OPERATIONS - LOCATIONS / VEHICLES (ACORD 101, Additional Activities Schedule, may be attached if more space is required):

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

CERTIFICATE HOLDER: City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE: SIGNATURE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

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Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

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