

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, April 5, 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. EAST LOS ANGELES COLLEGE
2. EARTH DAY-BULKY ITEMS & MY HUNTINGTON PARK APP FLYERS
3. PROCLAMATION FOR FAIR HOUSING MONTH
4. PROCLAMATION FOR DONATE LIFE MONTH

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
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Communities for a Better Environment et. al.v. City of Huntington Park et. al.
Los Angeles Superior Court Case No. 21STCP00834

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. CITY COUNCIL MEETING MINTUES

RECOMMENDED THAT CITY COUNCIL:

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

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

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated April 5, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL TO AMEND UTILITY SERVICE CO. INC.'S (A SUEZ COMPANY) CONTRACT TO INSTALL A NEW ROOF AS PART OF CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

RECOMMENDED THAT CITY COUNCIL:

1. Approve the amendment (Attachment 1) to extend Utility Service Co., Inc. (A SUEZ Company) Contractor Services Agreement for the rehabilitation and visual inspection and washout with any needed repairs of the Cottage Reservoir at Well 15 until June 30, 2026;
2. Approve an appropriation to Account No. 681-8030-461.76-18 of \$1,379,169 to be distributed starting in the current fiscal year and ending on June 30, 2026 (Attachment 2);
3. Authorize staff to engage Aspire Titan Academy and Aspire Public Schools - Junior Collegiate Academy to access their parking lot adjacent to Alameda Street; and
4. Authorize the City Manager to execute the First Amendment.

4. CONSIDERATION AND APPROVAL TO AWARD CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22

RECOMMENDED THAT THE CITY COUNCIL:

1. Award the contract for Construction Management and Inspection Services to Cannon for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-

22 for a not-to-exceed amount of \$262,448 payable from Account No. 111-8010-431.76-12; and

2. Authorize the City Manager to execute the construction contract agreement.

5. CONSIDERATION AND APPROVAL TO AWARD LABOR COMPLIANCE PROFESSIONAL SERVICES AGREEMENT OF CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22

RECOMMENDED THAT CITY COUNCIL:

1. Award the contract for labor compliance services to Pacifica Services, Inc. for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 for a not-to-exceed amount of \$32,225 payable from Account No. 221-8010-431.76-12; and

2. Authorize the City Manager to execute the professional services agreement.

6. REJECT ALL BIDS RECEIVED FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22 IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

RECOMMENDED THAT CITY COUNCIL:

1. Reject all bids for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 in accordance with Public Contract Code Section 22038(a)(1);

2. Authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and

3. Authorize the Public Works Department to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1).

7. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)

RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to Elecnor Belco Electric, Inc. for the construction of CIP 2017-03 Active Transportation Program Cycle III Project No. ATPL-5150(015) as the lowest responsive, responsible bidder for a not-to-exceed amount of \$895,981 payable from Account No. 202-8080-431.76-20;

2. Approve a construction contingency of \$44,835 payable from Account No. 202-8080-431.76-20; and

3. Authorize the City Manager to execute all change orders in good faith and the construction contract agreement.

8. CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES AGREEMENT FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)

RECOMMENDED THAT CITY COUNCIL:

1. Award the Construction Management and Inspection Professional Services Agreement to Southstar Engineering and Consulting, Inc. as part of the oversight of CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) for a not-to-exceed amount of \$109,184;
2. Payable from FY 2021-22 budget of \$105,000 from Account No. 222-8080-431.76-20 and \$4,184 from Account No. 202-8080-431.76-20; and
3. Authorize the City Manager to execute the professional services agreement.

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, April 19, 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 31st day of March 2022.



Eduardo Sarmiento, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, March 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, March 15, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

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

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

INVOCATION

Invocation was led by Mayor Graciela Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Macias

PRESENTATION(S)

Prior to presentation, Mayor Ortiz requested Council approve an additional presentation item.

MOTION: Mayor Ortiz moved to add a fourth presentation item under the title Recognition of community member, seconded by Councilmember Macias. Motion carried by unanimous consent.

AYES: Councilmembers Avila, Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

NOES: None

1. **WOMEN’S HISTORY MONTH PROCLAMATION**
2. **INTERNATIONAL WOMEN’S DAY PROCLAMATION**
3. **RECOGNITION OF LOCAL BUSINESS OWNER**
4. **RECOGNITION OF A COMMUNITY MEMBER (Added during meeting)**

PUBLIC COMMENTS

The following members of the public submitted public comments:

1. Haydee Villares
2. Alma Villanueva
3. Noemi Salazar

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [03-15-22 Regular City Council Meeting](#))

STAFF RESPONSE

Mayor Otriz thanked community members for providing public comment and provided a brief response. She shared that she has communicated with City Manager Reyes and Director of Parks and Recreation Cynthia Norzagaray regarding this topic and coming up with a solution. She explained that how the City is liable when a group holds unauthorized exercise classes at the park, and thus the need for a liability waiver or some comprehensive solution to this matter.

City Manager Reyes added to Mayor Ortiz's comments and emphasized that rules are in place that guide these kinds of situations and staff is working diligently to provide guidance, solutions, and alternatives for those participating in these exercise groups.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [03-15-22 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 6:42 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

Mayor Graciela Ortiz reconvened to open session at 7:21 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, both items listed on the closed session agenda were discussed. Regarding items one (1) and two (2) Council was briefed, but no final

action was taken. Ms. Almazan stated she had no additional information to report. This concluded the closed session report.

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

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

NOES: None

1. CITY COUNCIL MEETING MINUTES

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

1-1. Regular City Council Meeting held March 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. 2022-10 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:

Approve Accounts Payable and Payroll Warrant(s) dated March 15, 2022;

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

4. CONSIDERATION AND APPROVAL TO AUTHORIZE A REIMBURSEMENT AGREEMENT WITH THE SALVATION ARMY FOR CRISIS HOUSING

MOTION: Councilmember Sanabria moved to authorize an agreement with the Salvation Army for crisis shelter beds for a term March 1, 2022 through June 30,

2023 for a not-to-exceed amount of \$62,415.50; and approve a budget appropriation in the amount of \$62,415.50 from Account No. 111-9050-462.56-41 General Fund - American Rescue Funds Contractual Services; and authorize the City Manager to execute the agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

FINANCE

5. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW AND REVISED CLASS SPECIFICATIONS FOR THE POSITIONS OF RISK MANAGEMENT ANALYST, FLEET/STREET MANAGER, POLICE RECORDS SUPERVISOR, AND POLICE CAPTAIN

MOTION: Councilmember Sanabria moved to adopt Resolution No. 2022-08 – A Resolution of the City Council of the City of Huntington Park Approving New and Revised Class Specifications for the positions of Risk Management Analyst, Fleet/Street Manager, Police Records Supervisor, and Police Captain, seconded by Councilmember Avila. Motion carried by unanimous consent.

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

NOES: None

PUBLIC WORKS

6. CONSIDERATION AND APPROVAL TO AMEND NORTH STAR LANDSCAPE'S CONTRACT SERVICES AGREEMENT TO INCLUDE LANDSCAPE MAINTENANCE OF VETERANS PARK

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

MOTION: Councilmember Avila moved to approve the amendment to North Star Landscape's Contract Services Agreement to oversee and perform landscape maintenance of Veterans Park for a monthly fee of \$14,560 and extend the contract until April 15, 2024 as per the original agreement executed on April 15, 2019; and obligate the allocation of an additional \$58,240 for the remaining 2021-22 fiscal year budget to Account No. 535-8090-452.56-60 and a fiscal yearly amount of \$174,720 starting in fiscal year 2022-23 and until the contract sunsets on April 15, 2024; and authorize North Star Landscape to commence work starting April 1, 2022; and authorize the City Manager to execute the First Amendment, seconded by Councilmember Macias. Motion carried by unanimous consent with Councilmember Macias being recused from the item.

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

NOES: None

RECUSED: Councilmember Sanabria

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

7. CONSIDERATION AND APPROVAL TO ALLOW PUBLIC WORKS STAFF TO PURCHASE A UTILITY SERVICE TRUCK

MOTION: Councilmember Sanabria moved to approve the purchasing of a utility service truck for the Public Works Department for a not to exceed fee of \$45,000 payable from Account No. 741-8060-431.74-10 Fleet Fund Capital Equipment; and approve a budget transfer from Account No. 111-8095-431.61-50 General Fund Street Maintenance Supplies to Account No. 741-8060-431.74-10 (all City vehicles are purchased from the Fleet Fund); and authorize the City Manager to execute all applicable agreements, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

NOES: None

8. CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR PROJECT APPROVAL AND ENVIRONMENTAL DESIGN OF CIP 2019-14 ATP CYCLE V PROJECT NO. ATPSB1L-5150(017)

Prior to the opening of item eight (8) Councilmember Macias recused herself from the item.

MOTION: Councilmember Sanabria moved to award the design of Project Approval and Environmental Design of CIP 2019-14 ATP Cycle V Project No. ATPSB1L-5150(017) to West & Associates Engineering, Inc. for a not-to-exceed fee of \$24,800; and utilize Account No. 202-8080-431.76-23 as the \$24,800 is reimbursable from the State of California Department of Transportation (Caltrans); and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Avila Motion carried by unanimous consent.

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

NOES: None

RECUSED: Councilmember Macias

At the conclusion of item eight (8) Councilmember Sanabria rejoined the Council meeting.

9. CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2022-23

MOTION: Councilmember Macias moved to Approve the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for FY 2022-23, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

CITY MANAGER

10. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO RETAIN CABRERA CAPITAL MARKETS, LLC AS SOLE BOND UNDERWRITER, JONES HALL AS BOND AND DISCLOSURE COUNSEL, NHA ADVISORS AS MUNICIPAL ADVISOR TO HELP THE CITY ISSUE LEASE REVENUE BONDS AS SECURED BY MEASURE S REVENUES FOR THE PURPOSE OF RENOVATING AND IMPROVING THE CITY'S AQUATIC CENTER AND EVALUATE AND ANALYZE OTHER POTENTIAL BOND RELATED FINANCINGS

MOTION: Councilmember Avila moved to Adopt Resolution No. 2022-09 to authorize the City of Huntington Park to issue Lease Revenue Bonds ("the bonds") as secured by Measure S sales tax revenues for the purpose of renovating and improving the city's aquatic center and hire the above referenced finance team to execute the issuance of the bonds and analyze other potential bond related financings, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: None

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

City Manager Ricardo Reyes thanked Council for its support on item five (5) regarding the new and revised class specifications.

Director of Communications and Community Relations announced that on Thursday March 17, 2022, the Fair Housing Foundation is having a virtual workshop regarding

housing rights from 1:30 p.m. and 3:30 p.m. He then shared that on March 23, 2022, the city will be hosting a workshop in connection with the drafting of the Environmental Element at 5:30 p.m. at Freedom Park. He then announced that on Thursday March 24, 2022, the city will continue with the first-time home buyer workshops at 5:30 p.m. He then shared that on Tuesday March 29, 2022, the city will host a housing workshop for property owners at 5:30 p.m. Director Infanzon closed by updating the City Council on the efforts surrounding the city's web portal update.

Public Works Director Cesar Roldan updated the City Council that work on Pacific Blvd related to the Parking app, and the app is now available for downloading and utilization.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [03-15-22 Regular City Council Meeting](#))

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Council Member Manuel Avila thanked staff.

Council Member Marilyn Sanabria thanked staff and highlighted the successful State of the City Event.

Council Member Karina Macias thanked staff for their work. She congratulated the mayor for a successful State of the City address. She closed by reminding all seniors about the food pantry on March 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 mayor on a successful State of the City address. He then thanked staff and the community members for their efforts in helping keep Huntington Park clean.

Mayor Ortiz thanked everyone for the hard work in putting together the State of the City event, and to all the guests and community who attended. She then invited everyone to participate in the third annual 5k run.

ADJOURNMENT

Mayor Ortiz adjourned the meeting at 7:43 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday April 5, 2022 at 6:00 pm

Respectfully submitted,

Eduardo Sarmiento
City Clerk

**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 4/5/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	313013-00	535-8090-452.61-20	TENNIS COURT LIGHTS	4,823.17
				\$4,823.17
ACCESS AUTO GLASS LLC	1064	741-8060-431.43-20	CHIP WINDSHIELD REPAIR	50.00
				\$50.00
ADAMSON POLICE PRODUCTS	INV372023	111-7022-421.61-24	NEW UNIFORM-PD	152.16
				\$152.16
ALADDIN LOCK & KEY SERVICE	31771	111-8023-451.43-10	KEYS FOR SALT LAKE PARK	28.62
				\$28.62
ALL CITY MANAGEMENT SERVICES, INC	75615	111-7022-421.56-41	SCHOOL CROSSING GUARD	10,880.41
	75992	111-7022-421.56-41	SCHOOL CROSSING SVCS	9,783.70
				\$20,664.11
ALVAREZ-GLASMAN & COLVIN	2021-11-20230	111-0220-411.32-70	LEGAL SVCS FOR NOV 2021	72,916.73
	2021-11-20231	111-0220-411.32-70	LEGAL SVCS FOR NOV 2021	64.50
	2021-11-20232	111-0220-411.32-70	LEGAL SVCS FOR NOV 2021	8,069.50
	2021-11-20233	111-0220-411.32-70	LEGAL SVCS FOR NOV 2021	1,201.50
	2021-11-20234	111-0220-411.32-70	LEGAL SVCS FOR NOV 2021	562.50
				\$82,814.73
AMAZON.COM SERVICES, INC.	13ML-DT93-H6FR	239-0272-463.57-91	SPORTS MEETING SUPPLIES	85.98
	17CF-3JKX-Y947	239-0272-463.57-91	SPORTS MEETING SUPPLIES	340.65
	19DN-TNGC-GJ9Q	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	330.14
	1LVQ-NHGG-NRQQ	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	1,947.58
	1M7P-4VLF-NQPM	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	1,314.44
	1QGK-4CWF-WTH4	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	1,037.04
	1T3R-YCQK-GLNN	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	1,799.28
	1V4L-LY1Y-HF7X	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	1,580.48
	1VV7-DC7V-4JT3	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	768.84
	1W99-6R76-JDPJ	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	1,509.35
	1X7P-MF7P-77X7	239-0272-463.57-91	CDBG FOOD PANTRY SUPPLIES	860.28
	1X7P-MF7P-DMGN	239-6060-490.61-60	CDBG AFTERSCHOOL SUPPLIES	1,818.96
	1466-XFPW-M77G	239-6065-490.61-60	CDBG-CV SENIOR PROGRAM	1,101.00
	1L1P-7P1V-MMNW	239-6065-490.61-60	CDBG-CV SENIOR PROGRAM	1,317.00
	1NCD-LLJY-M61Q	239-6065-490.61-60	CDBG-CV SENIOR PROGRAM	1,036.30
	1Q7R-CGXT-HTGD	239-6065-490.61-60	CDBG-CV SENIOR PROGRAM	1,620.94
				\$18,468.26
AMERICAN EXPRESS	WWBK76NS1O7	111-6020-451.61-35	CULTURAL ARTS SUPPLIES	115.82
	50088741	111-7010-421.59-15	K9 ACADEMY TRAINING	178.62
	0001541061	111-7010-421.59-15	PISTOL RED DOT TRAINING	297.67
	0001541068	111-7010-421.59-15	PISTOL RED DOT TRAINING	297.67
	0001541771	111-7010-421.59-15	PISTOL RED DOT TRAINING	297.67
	10086831260	111-7010-421.59-15	PSA TRAINING	150.00
	50087829	111-7010-421.59-15	K9 ACADEMY TRAINING	-0.02
	50088260	111-7010-421.59-15	K9 ACADEMY TRAINING	714.48
	50089245	111-7010-421.59-15	K9 ACADEMY TRAINING	757.72
	50089785	111-7010-421.59-15	K9 ACADEMY TRAINING	11.00

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AMERICAN EXPRESS	50089804	111-7010-421.59-15	K9 ACADEMY TRAINING	189.43
	50090398	111-7010-421.59-15	K9 ACADEMY TRAINING	757.72
	50090976	111-7010-421.59-15	K9 ACADEMY TRAINING	193.43
	52180008	111-7010-421.59-15	CA PEACE OFFICER ASSOC.	25.00
	DRKRQUTL5LG	111-7010-421.59-15	SOUTHWESTERN SOLUTIONS-PD	3,762.00
	0571346608	111-7010-421.59-20	SWAT ACADEMY	594.83
	10087258707	111-7010-421.59-20	PAYPAL DISPATCHER HALEY	300.00
	10087262898	111-7010-421.59-20	PAYPAL DISPATCHER HALEY	149.00
	3000218419	111-7010-421.59-20	RANGE TRAINING	401.66
	432062	111-7010-421.59-20	EMBASSY SUITES LA QUINTA	216.98
	K45288GT	111-7010-421.59-20	DUI CHECKPOINT TRAINING	125.00
	NT_LEI38KO1E	111-7010-421.59-20	RESERVATION SVCS FEE-SWAT	19.99
	R3183612495	111-7010-421.59-20	RESERVATION SVCS FEE-SWAT	552.27
	000132497	111-7010-421.61-20	STAPLES-TEST SUPPLIES	79.31
	10156320220	111-7010-421.61-20	PSO INTERVIEWS LUNCH	36.36
	363648386	111-7010-421.61-20	ADOBE ACRPRO	14.99
	431228013	111-7010-421.61-20	ADOBE ACROPRO	14.99
	2KDK36H409O	111-7022-421.61-27	AMAZON-JAIL SUPPLIES	119.60
	55RY94X3NZQ	111-9010-490.61-60	AMAZON-COVID SUPPLIES	121.55
	5YEB1Y4KOIG	111-9010-490.61-60	AMAZON-COVID SUPPLIES	154.34
	96107253	239-0272-463.57-91	FOOD PANTRY SUPPLIES	188.11
	97050414	239-0272-463.57-91	FOOD PANTRY SUPPLIES	561.08
	97798560	239-0272-463.57-91	FOOD PANTRY SUPPLIES	661.96
	C1244281332	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	604.81
	20010050444	239-6065-490.61-60	SENIOR CARE PACKAGE	24.75
	20030280592	239-6065-490.61-60	SENIOR CARE PACKAGE	11.03
	20040047557	239-6065-490.61-60	SENIOR CARE PACKAGE	13.78
	95147678	239-6065-490.61-60	SENIOR CARE PACKAGE	322.04
	C1244228865	239-6065-490.61-60	SENIOR CARE PACKAGE	135.24
				\$13,171.88
AMTECH ELEVATOR SERVICES	DVA30305001	111-8022-419.56-41	ANNUAL EARTHQUAKE TEST	1,100.00
				\$1,100.00
ARROYO BACKGROUND INVESTIGATIONS	2710	111-7010-421.56-41	EMPLOYEE BACKGROUND	550.00
				\$550.00
ARROYO FIDEL	HP020026718	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				\$55.00
ARTURO ADORNO	022522A1	232-6010-466.55-56	STAGE-STATE OF THE ADDRESS	870.00
				\$870.00
AT&T	000017859521	111-7010-421.53-10	PD PHONE SERVICES-DISPATCH	539.45
				\$539.45
AT&T MOBILITY	X03142022	111-7010-421.53-10	PD WIRELESS PHONES	1,247.69
				\$1,247.69
AT&T PAYMENT CENTER	1/28-2/27	111-7010-421.53-10	PD PHONE SERVICES	2,946.46
	3/7-4/6	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.97

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AT&T PAYMENT CENTER	3/7-4/6	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.97
	3/7-4/6	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.97
	3/7-4/6	111-9010-419.53-10	CITY WIDE PHONE SERVICES	33.97
	3/7-4/6	111-9010-419.53-10	CITY WIDE PHONE SERVICES	103.35
	3/7-4/6	111-9010-419.53-10	CITY WIDE PHONE SERVICES	199.50
	3/7-4/6	111-9010-419.53-10	CITY WIDE PHONE SERVICES	82.61
	2/5-3/4	121-7040-421.56-14	PD INMATE PHONE SERVICES	122.34
				\$3,590.14
AVALOS JUAN M	HPO010027405	111-0000-351.10-10	PARKING CITATION REFUND	141.00
				\$141.00
AY NURSERY INC.	117287	535-8090-452.61-20	PURCHASE OF TREES	761.25
				\$761.25
B AND H SIGNS	19640	111-7022-421.61-24	VEHICLE GRAPHICS UNIT 886	111.15
	19641	111-7022-421.61-24	VEHICLE GRAPHICS-PD	1,532.50
				\$1,643.65
BAVCO	148100	535-8090-452.61-20	REPAIR KIT FOR BACKFLOW	162.70
				\$162.70
BDG LAW GROUP	30596	745-9031-413.32-70	VARIOUS CASES	245.00
				\$245.00
BEAR ELECTRICAL SOLUTIONS, INC	15026	221-8014-429.56-41	TRAFFIC SIGNAL SVCS	6,350.00
				\$6,350.00
BLACK AND WHITE EMERGENCY VEHICLES	4385	111-7022-421.61-24	K9 BUILD FORD UTILITY	4,436.92
	4387	111-7022-421.61-24	K9 BUILD PARTS	3,552.86
				\$7,989.78
BOB BARKER COMPANY INC.	INV1738588	121-7040-421.56-14	JAIL SUPPLIES	796.11
	INV1739090	121-7040-421.56-14	JAIL SUPPLIES	20.84
	INV1739996	121-7040-421.56-14	JAIL SUPPLIES	50.31
				\$867.26
BRIGHTLIFE DESIGNS LLC	1307	232-6010-419.56-41	PARKS HOLIDAY DECORATIONS	4,525.00
				\$4,525.00
BRINK'S INCORPORATED	4609335	111-9010-419.33-10	TRANSPORTATION	253.94
	4609336	111-9010-419.33-10	MONEY PROCESSING	56.80
				\$310.74
CALIFORNIA PARK&RECREATION SOCIETY	3162022	111-6010-451.59-15	CPRS MEMBERSHIP ID 135817	165.00
				\$165.00
CANNON CORPORATION	79722	681-8030-461.43-30	WATER ENGINEERING & SVCS	12,863.00
				\$12,863.00
CENTRAL BASIN MWD	HP-FEB22	681-8030-461.41-00	IMPORT WATER FEB 2022	130,973.41
				\$130,973.41
CENTRAL FORD	386153	741-8060-431.43-20	OIL FILTER BASE	39.73
	386203	741-8060-431.43-20	UPPER CONTROL ARM BOLTS	79.38
	386215	741-8060-431.43-20	UPPER CONTROL ARM PD UNIT	12.35
	386686	741-8060-431.43-20	THERMOSTAT POLICE UNIT	402.76

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CENTRAL FORD	386840	741-8060-431.43-20	PARTS FOR POLICE UNIT	23.53
	386898	741-8060-431.43-20	PARTS FOR POLICE UNIT	224.51
	386951	741-8060-431.43-20	PARTS FOR POLICE UNIT	29.39
	387065	741-8060-431.43-20	PARTS FOR POLICE UNIT	141.46
	C83678	741-8060-431.43-20	MULTIPLE PARTS PD UNIT	290.00
				\$1,243.11
CESAR ROLDAN	1143	111-8080-431.61-20	NOTARY SERVICES	45.00
				\$45.00
CHARTER COMMUNICATIONS	0019175030122	111-7010-421.53-10	CITY CLERK TV SERVICES	47.67
	0467069030722	111-7010-421.53-10	PD FIBER INTERNET	1,650.00
	0511379031322	111-7010-421.53-10	PD INTERNET BACKUP	164.98
	0514415030122	111-7010-421.53-10	PD CLOUD BACKUP	1,974.55
	0444795030222	111-9010-419.53-10	CITY HALL BACK UP INTERNET	1,999.00
	0389644030122	121-7040-421.56-14	PD TV SERVICES	356.09
				\$6,192.29
CHHP HOLDINGS II, LLC	01092022	111-7022-421.56-15	MEDICAL EXPENSES	766.08
	02112022	111-7022-421.56-15	MEDICAL EXPENSES	1,183.77
				\$1,949.85
CINTAS CORPORATION NO 3	4112613063	741-8060-431.56-41	UNIFORM DRY CLEANING	327.12
	4113292571	741-8060-431.56-41	UNIFORM DRY CLEANING	327.12
				\$654.24
CITY TRAFFIC COUNTERS	300998	221-8012-429.61-20	TRAFFIC PEDESTRIAN SIGNS	3,400.00
	301005	221-8012-429.61-20	TRAFFIC COUNTERS IN CITY	1,075.00
				\$4,475.00
CLINICAL LAB OF SAN BERNARDINO, INC	2200451-	681-8030-461.56-41	WATER QUALITY TESTING	284.75
				\$284.75
COMMUNITY VETERINARY HOSPITAL	461251	111-7010-421.61-20	MEDICAL SVCS K9 "BAM"	60.00
				\$60.00
CONCENTRA MEDICAL CENTERS	74482858	111-2030-413.56-41	PHYSICAL BUNDLE	806.00
	74560657	111-2030-413.56-41	PHYSICAL BUNDLE	384.00
	74630587	111-2030-413.56-41	PHYSICAL BUNDLE	806.00
				\$1,996.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-220307054	221-8014-429.56-41	TRAFFIC SIGNAL MAINT. FEB	1,017.22
				\$1,017.22
CR&R INCORPORATED	0000116409	111-8027-431.56-59	WASTE & RECYCLING SVCS	16,680.00
				\$16,680.00
CREATIVE BUS SALES, INC.	XA113001930:01	219-8085-431.43-21	ELECTRONIC BOARD FOR BUS	1,065.79
				\$1,065.79
DANE LOOMIS	02212022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	216.21
				\$216.21
DAPEER, ROSENBLIT & LITVAK	19975	111-0220-411.32-70	LEGAL SVCS-PD	1,120.00
				\$1,120.00

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DATA TICKET INC.	135996	111-7065-441.61-20	ANIMAL CONTROL PROCESSING	107.50
				\$107.50
DATAPROSE, INC.	DP2200729	681-3022-415.53-20	WATER BILL & POSTAGE	1,004.60
	DP2200729	681-3022-415.56-41	WATER BILL & POSTAGE	650.61
				\$1,655.21
DAY WIRELESS SYSTEMS	INV710581	111-7010-421.56-41	REMOVAL OF RADIO/ACCESS	405.00
	INV711895	111-7010-421.56-41	TAHOE RADIO DISPLAY	390.00
	INV715197	111-7010-421.56-41	MAINTENCE AGREEMENT	758.67
				\$1,553.67
DE LAGE LANDEN	75147354	111-9010-419.44-10	CLERK COPIER FEB 2022	2,196.71
	75463667	111-9010-419.44-10	CLERK COPIER MARCH 2022	2,196.71
				\$4,393.42
DELTA DENTAL	03082022	111-0000-217.50-20	DELTA CARE DPO BENEFITS	8,593.25
	BE004840479	111-0000-217.50-20	DELTA CARE DPO BENEFITS	9,261.06
				\$17,854.31
DELTA DENTAL INSURANCE COMPANY	BE004838134	111-0000-217.50-20	DELTA CARE PMI BENEFITS	1,890.51
				\$1,890.51
DEPARTMENT OF JUSTICE	565338	111-7030-421.56-41	FINGERPRINT APPS	352.00
				\$352.00
DOG WASTE DEPOT	444889	111-8023-451.43-10	DOG WASTE SIGN FOR PARKS	476.48
				\$476.48
DONALD NOYOLA	08262021	745-9031-413.52-30	FINAL SETTLEMENT CLAIM	1,335.97
				\$1,335.97
DOOLEY ENTERPRISES, INC.	62518	225-7120-421.74-10	DEPARTMENT AMMUNITION	3,653.80
				\$3,653.80
DUNN EDWARDS CORPORATION	2009335666	111-8095-431.61-50	PAINT FOR GRAFFITI	328.12
	2009336325	111-8095-431.61-50	PAINT FOR GRAFFITI	820.23
				\$1,148.35
EL GRANERO GRILL, INC.	1092022-1282022	239-0280-490.51-03	CDBG-CV SENIOR MEALS	7,400.00
	292022-2252022	239-0280-490.51-03	CDBG EMERG. SENIOR MEAL	5,880.00
				\$13,280.00
ELITE IRON DOORS & FENCES INC	21477	111-8010-431.61-20	GRILLE DOORS FOR PARKING	750.00
				\$750.00
ENOKI EVENTS LLC	03212022	111-6010-451.59-15	BOOST TRAINING-P&R	1,620.00
				\$1,620.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE03012022	111-0000-362.20-15	FIXED ROUTE TRANSIT	-2,500.00
	HPE03012022	219-0000-340.30-00	FIXED ROUTE TRANSIT	-2,503.85
	HPE03012022	219-8085-431.56-43	FIXED ROUTE TRANSIT	31,745.66
	DAR03012002	219-8085-431.56-45	HP DIAL-A-RIDE SVCS	69,183.33
	HPE03012022	220-8085-431.56-43	FIXED ROUTE TRANSIT	31,745.68
	HPE03012022	222-8010-431.56-43	FIXED ROUTE TRANSIT	31,745.66
				\$159,416.48
FERGUSON ENTERPRISES INC	1176574	535-8090-452.56-60	PLUMBING SUPPLIES	540.68
				\$540.68

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GEORGE CHEVROLET	106444	741-8060-431.43-20	COOLANT FOR PD UNIT	230.89
	106736	741-8060-431.43-20	ABS PIGTAIL CONNECTOR	31.28
	106995	741-8060-431.43-20	SUSPENSION FOR PD UNIT	210.16
				\$472.33
GEOSYNTEC CONSULTANTS, INC.	464269	111-5010-419.56-49	PROFESSIONAL SVCS-COMM DEV	11,418.34
				\$11,418.34
GLOBAL EQUIPMENT COMPANY INC.	118828702	535-8090-452.74-10	CHARCOAL BBQ FOR PARKS	5,556.37
				\$5,556.37
GOLD COAST K9	03082022	111-7010-421.59-15	TRAINING REGISTRATION	8,500.00
				\$8,500.00
GRAINGER	9074844318	111-8024-421.43-10	PLUMBING/ELECTRICAL PIPE	220.50
	9186396280	741-8060-431.43-20	LIGHT BAR FOR STOCK	1,681.19
				\$1,901.69
H.P. TEST ONLY	22260	741-8060-431.43-20	SMOG CHECK UNIT 210	35.00
				\$35.00
HASA, INC.	792337	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	236.44
	792338	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	122.54
	792339	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	314.51
	798464	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	204.23
	798465	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	164.48
	798466	681-8030-461.41-00	SODIUM HYPOCHLORITE WELLS	122.54
	801039	681-8030-461.41-00	SODIUM HYPOCHLORITE-WELLS	224.65
	801040	681-8030-461.41-00	SODIUM HYPOCHLORITE-WELLS	265.50
	801041	681-8030-461.41-00	SODIUM HYPOCHLORITE-WELLS	71.48
	801042	681-8030-461.41-00	SODIUM HYPOCHLORITE-WELLS	205.60
				\$1,931.97
HASSAN SALEH	03032022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	38.96
				\$38.96
HDL COREN & CONE	SIN015091	111-9010-419.56-41	CONTRACT SVCS- SALES TAX	1,641.84
				\$1,641.84
HG GRAPHIC AND PRINTING	1788	111-0110-411.61-20	GRAPHIC & PRINTING- CD	237.10
	1793	111-0110-411.61-20	GRAPHIC & PRINTING- CD	172.46
	1794	111-0110-411.61-20	GRAPHIC & PRINTING- CD	208.05
				\$617.61
HOME DEPOT - PUBLIC WORKS	606923	111-7010-421.61-20	SECURITY CHEST	33.05
	9271726	111-8022-419.43-10	AIR BLOWER FOR COURTHOUSE	179.64
	6023763	111-8024-421.43-10	ITEMS FOR K9 CAGE-PD	167.58
	6051807	111-8024-421.43-10	ITEMS FOR K9 CAGE-PD	299.56
	6542543	111-8024-421.43-10	ITEMS FOR K9 CAGE-PD	55.64
	61526	111-8095-431.61-50	GRAFFITI SUPPLIES	19.78
	80330974	111-8095-431.61-50	GRAFFITI SUPPLIES	65.89
				\$7,239.28
IBE DIGITAL	442079	111-9010-419.44-10	KONICA BLACK TONER	18.07
				\$18.07

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INFRAMARK LLC	74234	283-8040-432.56-41	WATER & SEWER SYSTEM	13,476.33
	74234	681-8030-461.56-41	WATER & SEWER SYSTEM	103,885.14
				\$117,361.47
INFRASTRUCTURE ENGINEERS	26515	111-8080-431.56-62	CITY ENGINEERING SVCS	15,390.00
	26686 & 26596	111-8080-431.56-62	CITY ENGINEERING SVCS	38,628.00
	26515	221-8010-431.56-41	CITY ENGINEERING SVCS	5,733.00
	26686 & 26596	221-8010-431.56-41	CITY ENGINEERING SVCS	11,466.00
	26696	221-8010-431.76-12	DESIGN & CONSTRUCTION SVC	9,251.60
	26695	222-8010-431.76-06	RELIEF IMPROVEMENT PROJECT	6,728.40
	26515	222-8080-431.56-41	CITY ENGINEERING SVCS	25,000.00
	26686 & 26596	222-8080-431.56-41	CITY ENGINEERING SVCS	50,000.00
				\$162,197.00
INNER CITY VISIONS	1001	111-1010-411.54-00	COMM. DEV HOMELESS OUTREC	12,698.81
				\$12,698.81
ISRAEL LOPEZ	7-10.040	285-0000-228.75-00	REFUND FOR PROJECT	4,000.00
				\$4,000.00
J316 BUILDER	1	111-7024-421.56-41	JANITORIAL SUPPLIES	698.45
	2	111-7024-421.56-41	JANITORIAL SUPPLIES	3,700.84
	1	111-8020-431.56-41	JANITORIAL SUPPLIES	419.07
	2	111-8020-431.56-41	JANITORIAL SUPPLIES	1,440.58
	1	111-8022-419.56-41	JANITORIAL SUPPLIES	931.27
	2	111-8022-419.56-41	JANITORIAL SUPPLIES	4,305.23
	1	111-8023-451.56-41	JANITORIAL SUPPLIES	2,607.54
	2	111-8023-451.56-41	JANITORIAL SUPPLIES	11,472.56
				\$25,575.54
JCL TRAFFIC	113495	221-8012-429.61-20	HP PARKING LOT SIGNS	377.55
				\$377.55
JDS TANK TESTING & REPAIR INC	17146	741-8060-431.43-20	MONTHLY DESIGNATED OPERAT	135.00
				\$135.00
JERRY'S AUTO BODY, INC.	32437	741-8060-431.43-20	REPAIR & REFINISH VEHICLE	2,500.00
				\$2,500.00
JOEL GORDILLO	JG202203	111-1010-411.56-41	FILMING & BROADCASTING	1,650.00
				\$1,650.00
JOSE LUIS IRIARTE	02252232925	741-8060-431.15-20	TOOL REIMBURSEMENT	400.00
				\$400.00
JOSE NEVAREZ	08152021	745-9031-413.52-30	FINAL SETTLEMENT CLAIM	1,275.46
				\$1,275.46
JOSE SUY	28675	111-0000-321.10-00	OVERPMT BUS LIC	60.00
				\$60.00
KAJIWARA COMMUNICATIONS	HP00112	111-9010-419.56-41	CONSULTING SERVICES	8,597.50
				\$8,597.50
KEILA S STRAND	HP010029954	111-0000-351.10-10	PARKING CITATION REFUND	60.00
				\$60.00

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LA COUNTY SHERIFF'S DEPT	222211SG	121-7040-421.56-41	INMATE MEAL SERVICE	723.12
				\$723.12
LB JOHNSON HARDWARE CO.	117127	111-8024-421.43-10	HARDWARE POLICE TARP	287.54
	117137	111-8024-421.43-10	HARDWARE POLICE TARP	28.38
	119720	741-8060-431.43-20	FLEET TRANSMISSION	20.98
				\$336.90
LC ACTION POLICE SUPPLY	436522	111-7022-421.61-24	HOLSTERS SIGHTS-PD	149.70
				\$149.70
LEAGUE OF CALIFORNIA CITIES	641187	111-0240-466.59-15	MEMBERSHIP DUES-2022	18,980.00
				\$18,980.00
LOGACHEV PAVEL	HP010016594	111-0000-351.10-10	PARKING CITATION REFUND	145.00
	HP030023433	111-0000-351.10-10	PARKING CITATION REFUND	145.00
	HP030024716	111-0000-351.10-10	PARKING CITATION REFUND	64.00
				\$354.00
LOS ANGELES COUNTY DEPT OF PUBLIC H	03172022	111-6010-451.76-05	CLOSED DISPOSAL SITE-CD	835.00
				\$835.00
MANAGED HEALTH NETWORK	PRM-067094	111-0000-217.50-60	EMPLOYEE MENTAL WELLNESS	308.00
	PRM-067923	111-0000-217.50-60	EMPLOYEE MENTAL WELLNESS	308.00
	PRM-068659	111-0000-217.50-60	EMPLOYEE MENTAL WELLNESS	336.00
	PRM-069369	111-0000-217.50-60	EMPLOYEE MENTAL WELLNESS	336.00
				\$1,288.00
MATTHEW RINCON	02212022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	216.21
				\$216.21
MAYWOOD MUTUAL WATER COMPANY, NO. 1	03012022	681-8030-461.62-20	WATER FOR FREEDOM PARK	258.88
	03012022	681-8030-461.62-20	WATER FOR FREEDOM PARK	276.08
	03012022	681-8030-461.62-20	WATER FOR FREEDOM PARK	140.08
				\$675.04
MERRIMAC ENERGY GROUP	2217690	741-8060-431.62-30	FUEL PURCHASE	29,804.58
				\$29,804.58
MIGUEL FUENTES	03082022	111-7010-421.59-15	PER DEIM REIMBURSEMENT	153.75
				\$153.75
MIGUEL SANCHEZ	03102022	111-7010-421.59-20	MILEAGE REIMBURSEMENT	65.63
				\$65.63
NATIONAL TRAINING CONCEPTS, INC.	22-051	111-7010-421.59-20	TRAINING REGISTRATION	557.00
				\$557.00
NATIONWIDE ENVIRONMENTAL SERVICES	32284	111-8031-433.56-41	CATCH BASIN CLEANING SVCS	17,706.24
				\$17,706.24
NICK ALEXANDER RESTORATION	3949	741-8060-431.43-20	CARPET & PADDING-PD UNIT	650.00
				\$650.00
NICK NICHOLS	01172022	111-7010-421.59-15	PER DEIM REIMBURSEMENT	1,750.50
	25925	111-7010-421.61-20	DOG CRATE REIMBURSEMENT	204.71
				\$1,955.21
NORTH STAR LAND CARE	1601-298	535-8090-452.56-60	TREE MAINT. SVCS	30,240.00
				\$30,240.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	5655-285581	219-8085-431.43-21	ENGINE PAINT FOR BUSES	83.70
	5655-286920	219-8085-431.43-21	HEADLIGHT BULBS FOR BUSES	68.07
				\$151.77
ORRAVAN MECHANICAL, INC	16662	111-8020-431.43-10	REPAIRS FOR A/C-CITY HALL	8,500.00
				\$8,500.00
PITNEY BOWES	3105137334	111-9010-419.53-20	CITY POSTAGE LEASING CHARGES	561.29
	3105156857	111-9010-419.53-20	CITY POSTAGE LEASING CHARGES	362.71
	3105347344	111-9010-419.53-20	CITY POSTAGE LEASING CHARGES	561.29
	3105371119	111-9010-419.53-20	CITY POSTAGE LEASING CHARGES	362.71
				\$1,848.00
PURCHASE POWER	03142022	111-9010-419.53-20	CURRENCY REFILL-POSTAGE	107.61
				\$107.61
QDOXS	IN42217	111-8020-431.43-05	XEROX COPIER	21.90
	IN42217	285-8050-432.43-05	XEROX COPIER	21.90
	IN42217	681-8030-461.43-05	XEROX COPIER	21.90
				\$65.70
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0986225-IN	535-8090-452.61-20	METAL MATERIAL FOR REPAIR	1,074.94
				\$1,074.94
REXEL COMMERCIAL & INDUSTRIAL	S132437366.001	741-8060-431.43-20	FLEET COMPRESSOR	496.81
				\$496.81
RIO HONDO COLLEGE	F21-252-ZHPK	111-7010-421.59-15	ENROLLMENT FEES	75.00
	F21-259-ZHPK	111-7010-421.59-15	ENROLLMENT FEES	100.00
	S22-39-ZHPK	111-7010-421.59-15	ENROLLMENT FEES	118.55
				\$293.55
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0046812	111-7010-421.59-20	REGISTRATION TRAINING FEE	388.00
				\$388.00
SAFETY KLEEN	88056062	741-8060-431.43-20	FLEET SHOP SERVICES	822.30
				\$822.30
SLAUSON AUTO SOUND	0532	741-8060-431.43-20	WINDOW TINT UNIT 900	140.00
				\$140.00
SOUTH COAST AIR QUALITY MGMT DISTR.	3950891	741-8060-431.43-20	RENEWAL FEE	440.15
	3953541	741-8060-431.43-20	FLAT FEE- FY 21-22	142.59
				\$582.74
SOUTHERN CALIFORNIA EDISON	2/4-3/7	111-7024-421.62-10	ELECTRICAL BILL-POLICE DEPT	6,359.93
	2/3-3/6	111-8010-415.62-10	ELECTRICAL BILL-VARIOUS PARKING LOTS	311.80
	1/22-2/21	111-8022-419.62-10	ELECTRICAL BILL-COURTHOUSE	3,150.02
	1/6-2/3	111-8022-419.62-10	ELECTRICAL BILL-COURTHOUSE	3,493.28
	03082022	221-8014-429.62-10	ELECTRICAL BILL-55ST/PACIFIC	67.14
	02252022	535-8016-431.62-10	ELECTRICAL BILL-3220 OLIVE ST	50.08
	03072022	535-8016-431.62-10	ELECTRICAL BILL-6621 WILSON AVE	69.31
	1/5-2/2	535-8016-431.62-10	ELECTRICAL BILL-VARIOUS LOCATIONS	18,553.97
	1/5-2/2	681-8030-461.62-20	ELECTRICAL BILL-VARIOUS LOCATIONS	5,750.09
				\$37,805.62

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SPARKLETTS	19438227 030922	111-7010-421.56-41	WATER DELIVERY SERVICE PD	608.41
				\$608.41
STACY MEDICAL CENTER	3160-45855	111-7022-421.56-15	PRE-BOOKING EXAM	490.00
	3160-46057	111-7022-421.56-15	BOOKING EXAM & CUSTODY	3,178.96
				\$3,668.96
STANDARD INSURANCE COMPANY	378917 0001	111-0000-217.50-70	LIFE INSURANCE FEB-MARCH	13,081.00
				\$13,081.00
STAR2STAR COMMUNICATIONS LLC	SUB00008110	111-9010-419.53-10	VOIP SERVICES	10,656.76
				\$10,656.76
SUPERION, LLC	347429	111-9010-419.33-10	FEB 2022 PER AGREEMENT	281.70
	347782	111-9010-419.33-10	FINANCIAL SYSTEM	12,888.20
				\$13,169.90
SUPERIOR COURT OF CALIFORNIA	02012022	111-7010-415.56-10	PARKING CITATION SURCHARGE	30,142.68
				\$30,142.68
T-MOBILE USA	02222022	111-0110-411.53-10	CELL PHONE CHARGES-COUNCIL	195.35
	02222022	111-0210-413.53-10	CELL PHONE CHARGES-ADMIN & HR	149.94
	02222022	111-1010-411.53-10	CELL PHONE CHARGES-CITY CLERK	39.07
	02222022	111-3010-415.53-10	CELL PHONE CHARGES-FINANCE	172.46
	1/21-2/20	111-8010-431.53-10	PHONE SERVICES-PW	774.00
	1/21-2/20	111-8095-431.53-10	PHONE SERVICES-PW	208.08
	1/21-2/20	681-8030-461.53-10	PHONE SERVICES-PW	154.80
				\$1,693.70
THE GAS COMPANY	2/8-3/10	111-7024-421.62-10	COURTHOUSE GAS CHARGE	1,752.08
				\$1,752.08
TIME WARNER CABLE	106964801030222	111-7010-421.53-10	ICI SYSTEM-PD	707.82
				\$707.82
TIRE HUB, LLC	25700983	219-8085-431.43-21	SPARE TIRES SHUTTLE 001	134.34
	25708138	219-8085-431.43-21	TIRES FOR SHUTTLE 001	363.27
				\$497.61
TOMAS PEREZ	798308918	111-7010-421.59-15	HOTEL REIMBURSEMENT	120.08
	02222022	111-7010-421.59-20	PER DEIM REIMBURSEMENT	645.50
				\$765.58
TOWN HALL STREAMS	13423	111-1010-411.56-41	STREAMING SERVICES	300.00
	13498	111-1010-411.56-41	STREAMING SERVICES	300.00
	13568	111-1010-411.56-41	STREAMING SERVICES	300.00
	13629	111-1010-411.56-41	STREAMING SERVICES	300.00
	13711	111-1010-411.56-41	STREAMING SERVICES	300.00
	13775	111-1010-411.56-41	STREAMING SERVICES	300.00
	13833	111-1010-411.56-41	STREAMING SERVICES	300.00
				\$2,100.00
VALLEY ALARM	1047905	111-8020-431.56-41	WASTE & RECYCLING SVCS	665.34
	1047905	111-8022-419.56-41	FIRE/SECURITY ALARM SVCS	665.33
VALLEY ALARM	1047905	111-8023-451.56-41	FIRE/SECURITY ALARM SVCS	715.28
				\$2,045.95

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VELADA CONSULTING LLC	36	111-0210-413.56-41	CONSULTING SERVICES	7,500.00
				\$7,500.00
VICTORIA TIRE CENTER DRIVE	140979	741-8060-431.43-20	WHEEL ALIGNMENT	65.00
	141006	741-8060-431.43-20	WHEEL ALIGNMENT	65.00
	141039	741-8060-431.43-20	WHEEL ALIGNMENT	65.00
	141085	741-8060-431.43-20	WHEEL ALIGNMENT	65.00
				\$260.00
WALTERS WHOLESALE ELECTRIC COMPANY	S119768814.004	535-8016-431.61-45	LAMP HOLDER-COURTHOUSE	27.56
	S119925730.0031	535-8016-431.61-45	STREET LIGHT WIRE	5,807.75
				\$5,835.31
WATER REPLENISHMENT DISTRICT OF	2021-12-T22-16	681-8030-461.42-05	GROUNDWATER PROGRAM	1,743.00
				\$1,743.00
WEST GOVERNMENT SERVICES	845968834	111-7030-421.56-41	INVESTIGATIONS/ONLINE SUB	779.74
	846051811	111-7030-421.56-41	ONLINE INFORMATION SVCS	71.59
				\$851.33
WESTERN EXTERMINATOR COMPANY	59861C	111-7024-421.56-41	MONTHLY EXTERMINATOR SVCS	53.50
	59861C	111-8020-431.56-41	MONTHLY EXTERMINATOR SVCS	73.60
	59861C	111-8022-419.56-41	MONTHLY EXTERMINATOR SVCS	53.45
	59861C	111-8023-451.56-41	MONTHLY EXTERMINATOR SVCS	100.90
	59861C	535-8090-452.56-60	MONTHLY EXTERMINATOR SVCS	139.50
				\$420.95
WEX BANK	79214605	741-8060-431.62-30	FUEL PURCH-DEPT VEHICLE	867.58
				\$867.58
XEROX FINANCIAL SERVICES	3105585	111-8020-431.43-05	LEASE PAYMENT COPIER	59.99
	3105585	285-8050-432.43-05	LEASE PAYMENT COPIER	59.98
	3105585	681-8030-461.43-05	LEASE PAYMENT COPIER	59.99
				\$179.96
XPRESS WASH INC	14305	741-8060-431.43-20	CAR WASH SVCS JAN 2022	1,340.00
				\$1,340.00
ZUMAR INDUSTRIES, INC.	95952	111-8010-415.61-20	HP PARKING APP SIGNS	3,337.26
				\$3,337.26
				\$1,192,185.75



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 5, 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 AMEND UTILITY SERVICE CO. INC.'S (A SUEZ COMPANY) CONTRACT TO INSTALL A NEW ROOF AS PART OF CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the amendment (Attachment 1) to extend Utility Service Co., Inc. (A SUEZ Company) Contractor Services Agreement for the rehabilitation and visual inspection and washout with any needed repairs of the Cottage Reservoir at Well 15 until June 30, 2026;
2. Approve an appropriation to Account No. 681-8030-461.76-18 of \$1,379,169 to be distributed starting in the current fiscal year and ending on June 30, 2026 (Attachment 2);
3. Authorize staff to engage Aspire Titan Academy and Aspire Public Schools - Junior Collegiate Academy to access their parking lot adjacent to Alameda Street; and
4. Authorize the City Manager to execute the First Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 4, 2021, the City Council awarded the rehabilitation of the Cottage Reservoir water tank at Well No. 15 to Utility Service Co., Inc. (A SUEZ Company) (Contractor). Project is located north of Saturn Avenue, west of Alameda Street and east of Albany Street. Due to the lack of As-built plans and deferred maintenance of the well, the contractor conducted a thorough investigation of the well. During the investigation and over the past 8 months, the contractor noticed that there were major deficiencies in the roof structure that had not been disclosed when putting the proposal together to refurbish the reservoir tank. Contractor re-designed the reservoir tank, including the replacement of the roof structure and engineered the seismic retrofitting of the tank.

CONSIDERATION AND APPROVAL TO AMEND UTILITY SERVICE CO. INC.'S (A SUEZ COMPANY) CONTRACT TO INSTALL A NEW ROOF AS PART OF CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

April 5, 2022

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Part of the new concerns of replacing the roof are the access constraints to the site. Concerns include the close proximity to residential housing to the east, inaccessible commercial property to the north and schools to the south and west. The replacement of the roof requires a crane. The crane would be placed on the Aspire Titan Academy and Aspire Public Schools - Junior Collegiate Academy parking lots located adjacent to Alameda Street.

The Well 15 rehabilitation remediates the existing water quality concerns to achieve sustainable drinking water in the southwestern segment of the City. Bringing back the well into production will add another critical infrastructure component that minimizes the City's dependency on purchasing imported water from Central Basin and the Metropolitan Water District. These infrastructure improvements are necessary to meet the City's anticipated water needs and continue to allow the City to ensure that its residents have access to clean potable water. Additional investment in the City's water infrastructure addresses deficient fire flows and capacity deficiencies over the next twenty plus years.

LEGAL REQUIREMENT

Contract time is the maximum time allowed in the contract for completion of all work contained in the contract documents under title I. Engagement Terms, Section 1.2 Term. Compensation for the existing contract agreement is covered under Section 1.3 Compensation, part B of the original agreement executed on May 4, 2021.

FISCAL IMPACT/FINANCING

Contractor submitted the most responsive, responsible proposal in the amount of \$647,882.28 in May of 2021. Contractor is willing to evenly spread the cost of the specific renovations and refurbishing of the reservoir, including the replacement of the roof over a period of three fiscal-years. Distributing the additional \$1,379,169 between FY 2022-23 and FY 2025-26 will assist in managing the overall project cost.

Staff recommends the additional appropriation of \$1,379,169 to Account No. 681-8030-461.76-18 over the next fiscal year cycles.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES

CONSIDERATION AND APPROVAL TO AMEND UTILITY SERVICE CO. INC.'S (A SUEZ COMPANY) CONTRACT TO INSTALL A NEW ROOF AS PART OF CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

April 5, 2022

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City Manager

A handwritten signature in black ink, appearing to read "Cesar Roldan".

CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. First Amendment Suez Contractor Services Agreement
2. Schedule of Work



FIRST AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

CIP 2020-03 Cottage Reservoir at Well 15

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of **April 5, 2022** by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Utility Service Co., Inc. (A SUEZ Company), (hereinafter, "Consultant"). For the purposes of this Agreement City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Contractor was retained to provide construction services relating to the refurbishing and upgrades of the Cottage Reservoir water tank located at Well No. 15.

WHEREAS, on or about May 4, 2021, the Parties executed and entered into that certain agreement titled, Contractor Services Agreement CIP 2020-03 Cottage Reservoir at Well 15 (hereinafter, the "Agreement") which is attached hereto as Exhibit "A".

WHEREAS, the contract timeline will be extended to June 30, 2026. The contract amendment agreement includes additional payment compensation of \$1,379,169 for the replacement of the roof structure. Additional compensation request is attached hereto as Exhibit "B". Compensation for the existing contract agreement is covered under Section 1.3 Compensation, part B of the original agreement executed on May 4, 2021.

WHEREAS, the allocation of the \$1,379,169 is to be distributed over several fiscal year periods as described in Exhibit "B".

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Contractor Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment Agreement to be executed the day and year first appearing in this Agreement, above.

City of Huntington Park:

Utility Service Co., Inc. (A SUEZ Company):

By: _____
Ricardo Reyes
City Manager

By: _____
Jonathan Cato
Senior VP, Advanced Solutions LOB

ATTEST:

Eduardo Sarmiento, City Clerk

APPROVED AS TO FORM:

By: _____

Exhibit "A"



CONTRACTOR SERVICES AGREEMENT

CIP 2020-03 Cottage Reservoir at Well 15

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **4th day of May 2021** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and Utility Service Co., Inc. (A SUEZ Company) (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall commence on **May 4, 2021 to December 31, 2021**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$647,882.28** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by CITY acting in consultation with CITY's City Manager (the "City Manager") and CITY's Director of Finance (the "Director of Finance"). In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension

term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION. Thirty (30%) of the Not-to-Exceed Sum shall be due and payable upon mobilization of CONTRACTOR and shall remaining percent (70%) shall be due and payable upon completion of the Scope of Services as defined in Exhibit A. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoices. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized reductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. CITY shall own all accounting records maintained by CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

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

the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and reasonable approval by the CITY Representatives or their designees.

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

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

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner reasonably acceptable to the CITY, CONTRACTOR shall take reasonable steps to ensure that such officer, employee, agent, or sub-contractor is promptly removed from the work site and not be reassigned to perform any of the Work
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or sub-contractor from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its reasonable discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, and agents (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, arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this

Agreement.

- 4.3 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.4 CONTRACTOR agrees to enter into a **Master Subcontract Agreement** with each sub-contractors, attached hereto as **Exhibit "E"** (in substantial form), and incorporated fully herein by this reference. Such Master Subcontract Agreement shall bind any and all sub-contractor(s) retained by CONTRACTOR in the same manner and to the same extent that CONTRACTOR is bound to CITY including, but not limited to indemnity provisions outlined in this Article.
- 4.5 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.6 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 CITY may have at law or inequity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of thirty (30) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
 - A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default

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

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

- i. Within five (5) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 5-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the five-day (5-day) cure period.
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the fourteen-day (14-day) cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the fourteen-day (14-day) cure period.
- iii. In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45)

calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the forty-five-day (45-day) cure period. Prior to the expiration of the forty-five-day (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 forty-five-day (45-day) cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

- D. CITY, in its reasonable discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its reasonable discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONTRACTOR's initial remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid

sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks, but maintains any other lawful right or remedy available to CONTRACTOR at law.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereof shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

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

CONTRACTOR:

Utility Service Co., Inc.
(A SUEZ Company)
535 Courtney Hodges Boulevard
Perry, GA 31069

CITY:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager

Phone: (855) 526-4413
Email: dl-utdw-help@suez.com

Phone: (323) 582-6161
Email: CityManager@hpcga.gov

Such notices shall be deemed effective when personally delivered or successfully transmitted by:

- (i) facsimile as evidenced by a fax confirmation slip;
- (ii) mailed, forty-eight (48) hours after deposit with the United States Postal Service;
- (iii) first class postage prepaid and addressed to the Party at its applicable address; or
- (iv) via electronic mail (i.e., email).

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

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

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

- 6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for

CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the

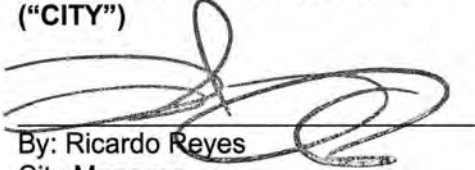
provisions of this Agreement shall control.

- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

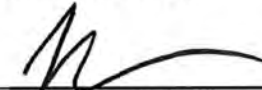
CITY OF HUNTINGTON PARK
a California municipal corporation
("CITY")


By: Ricardo Reyes
City Manager

Date: 6/22/2021

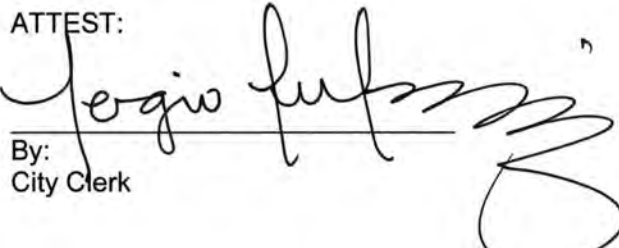
Utility Service Co., Inc. (A SUEZ Company)

("CONTRACTOR")


By: Jonathan Cato
Senior VP, Advanced Solutions LOB

Date: June 15, 2021

ATTEST:


By:
City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT “A”

SCOPE OF WORK

Utility Service Co., Inc. (A SUEZ Company)



Technical Proposal for **COTTAGE RESERVOIR REHABILITATION AT WELL 15**

City of Huntington Park, CA

April 21, 2021





Technical Proposal for
**COTTAGE RESERVOIR
REHABILITATION AT WELL 15**

PUBLIC WORKS DEPARTMENT
CITY OF HUNTINGTON PARK, CA

SUBMITTED BY: UTILITY SERVICE CO., INC. (A SUEZ COMPANY)
ADDRESS: 1230 PEACHTREE STREET NE, SUITE 1100, ATLANTA, GA 30309
PHONE: (855) 526-4413



April 21, 2021 (04/21/2021)

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COVER LETTER:

April 21, 2021

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

Dear Mr. Roldan,

We sincerely thank you for the opportunity to submit herewith our cover letter to participate in the City of Huntington Park's *Request for Proposal for Cottage Reservoir Rehabilitation at Well 15*.

Since the advertisement of the Request for Proposal, our team has collaborated in efforts to produce a plan that will meet all of the desired needs of the City of Huntington Park—as highlighted within the body of the advertisement.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THE REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Once again, we thank you for the opportunity to submit our proposal response and look forward to the potential of a beneficial long-term partnership with the City of Huntington Park.

Sincerely,



Mr. Brian Kelleher
Vice President (Central Region)
Phone: (713) 458-0024
Email: brian.kelleher@suez.com

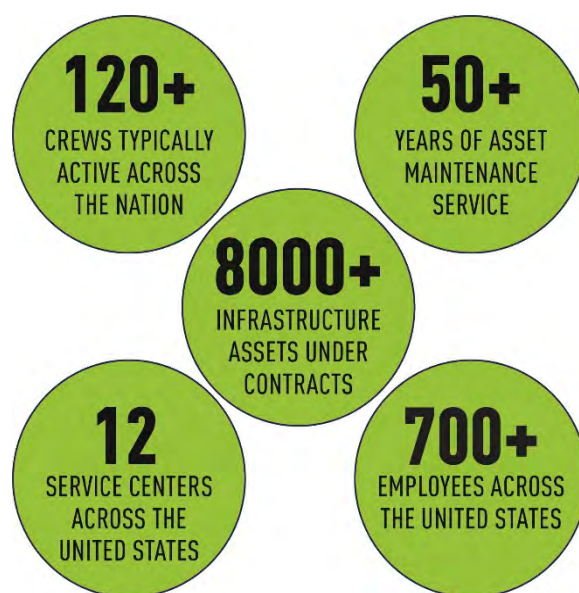
Mr. Keith Jones
Water System Consultant (Southern California)
Phone: (702) 461-4966
Email: keith.jones@suez.com

CONSULTANT’S BACKGROUND:

As the largest provider of water storage tank asset maintenance programs for the potable water industry within the United States, Utility Service Co., Inc. (a SUEZ company)—referred to hereinafter as “SUEZ”—provides water and wastewater utility clients with specialized programs and valuable services to assist them with the suitable management of their critical assets. Our goal is to provide the highest value of services possible to allow clients to invest capital and operating funds for the maximum benefit of their fixed distribution water assets and to build a long-standing partnership—ultimately ensuring the successful maintenance of water distribution system assets.

SUEZ focuses on providing sustainable asset management, water quality and conservation services, and our specialized solutions to the United States water industry. Since 1963, our team has provided a full range of potable water storage tank maintenance services. We extended the value of services offered to our many clients with the revolutionary SUEZ Tank Asset Maintenance Program in 1985—allowing clients to transfer all future risks of asset ownership—including all repairs, rehabilitation, and maintenance—to SUEZ. These asset maintenance programs provide our many valued clients with long-term sustainability and operational support.

In 2008, Utility Service Co., Inc. was acquired by SUEZ—expanding our capabilities and resources with some additional global resources, advanced technologies, information systems, and strategic solutions that are necessary to address the current challenges facing water and wastewater utilities. Leveraging the extensive knowledge and lessons learned from both our parent and sister companies around the world, we are now able to offer even greater innovative solutions. As part of our mission to address the critical water resource challenges facing the planet, we deliver advanced solutions to minimize all capital and operational expenses, improve system operations and performance, and extend the useful life of utility assets to ultimately improve the water distribution system’s quality.



Our background and experience with all tank styles and sizes allow us to comfortably accept the ongoing maintenance obligations that are associated with all water storage tanks. SUEZ protects over 8,000 assets nationally with full-service maintenance and asset management programs. These ongoing programs center on long-term partnerships with our many clients—ultimately utilizing a consultative philosophy to solving any problems that may arise.

With major service centers located across the country to provide dependable and efficient responses to our valued clients, our local presence and highly qualified crews deliver the high-quality results expected by our many clients. Our team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water systems and infrastructure in the State of California and the western region of the United States—ensuring that water system assets are both protected and maintained on an ongoing and consistent basis.

QUALITY ASSURANCE

All work, surface preparations, and coatings applied are completed in accordance with:



- Manufacturer's Recommendations
- Occupational Safety & Health Administration (OSHA) Regulations
- American Water Works Association (AWWA) D100 & D102 Specifications
- National Association of Corrosion Engineers (NACE) Standards
- Society for Protective Coatings (SSPC) Standards
- National Sanitation Foundation (NSF) Standard 61 Requirements
- American National Standards Institute (ANSI) Standard 61 Requirements

All work will be completed in adherence with all federal and state OSHA, AWWA, NACE, SSPC, NSF, and ANSI standards—as well as all State of California rules and regulations pertaining to potable water storage tanks. SUEZ provides ongoing support and direction to meet these ever-changing environmental regulations.

ISO 9001:2015 CERTIFICATION

Additionally, we are very proud to announce that we were awarded the ISO 9001:2015 Certification from Bureau Veritas. This certificate affirms that our operation and quality management systems adhere to the requirements as set forth by the International Organization for Standardization (ISO).

The ISO 9001:2015 Certification validates that we take a systematic approach to managing operational processes and activities in order to consistently satisfy our clients' quality expectations—as well as all contractual requirements for the rehabilitation and maintenance services that we provide.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet client, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting client requirements, enhancing client satisfaction, and meeting business objectives—while also addressing risks and opportunities. The ISO 9001:2015 QMS standard is based on a variety of quality management principles, including: Client Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO 9001:2015 Certified QMS—which are contained within seven (7) clauses, including:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement



SUEZ's ISO 9001:2015 Certification can be provided upon request

SUBCONSULTANT RESOURCES

SUEZ will utilize the following trusted, qualified subconsultants to assist with the Cottage Reservoir Rehabilitation at Well 15 project:

Simpson Sandblasting and Specialty Coatings, Inc.

Simpson Sandblasting and Specialty Coatings, Inc. (Simpson Sandblasting) specializes in sandblasting and painting water storage reservoirs, pump stations, clarifiers, digesters, bridges, concrete reservoirs, and water treatment plants—as well as elevated and petroleum tanks. With over 60 years of experience in the industry, Simpson Sandblasting is built upon knowledge, experience and diversity. All employees are OSHA-certified to remove and handle lead-based paint. Also, Simpson Sandblasting is one (1) of the few companies that is equipped and experienced to remove and apply coal tar enamel—as well as other specialized coatings on the west coast.



Some of the key features associated with Simpson Sandblasting include:

- SSPC QP1 Certification (Field Application to Complex Industrial and Marine Structures)
- SSPC QP2 Certification (Field Removal of Hazardous Coatings)
- C-33 Licensed California Contractor (#878060)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)
- Experience with all coating manufacturers
- Long-standing partner of SUEZ for more than ten (10) years
- California-based production center for all field operations
- Website: <http://simpsonsandblasting.com>

Vertical Access, Inc.

Vertical Access, Inc. (VAI) is a contractor specializing in unique, complex projects that require highly skilled, well-trained crews. VAI is finding solutions to the most challenging projects—from scaffolding for heavy construction projects to both hi-rise and commercial scaffolding. VAI utilizes a uniquely designed scaffold that has become known as one (1) of the safest available within the industry for containment projects.



Some of the key features associated with VAI include:

- Certified Scaffold Trained
- Scaffold & Access Industry Association (SAIA)
- California Contractors License (#869223)
- MBE (#SC30824)
- SBE (#173280)
- Website: <http://vaiwest.com/>

QUALIFICATIONS AND EXPERIENCE OF CONSULTANT’S PERSONNEL:

SUEZ—a C-Corporation—employs over 700 dedicated professionals and qualified experts that have extensive experience in asset management, project management, and technology development.

EMPLOYEES

- Number of direct employees: 703
- Number of Professional Engineers on staff: Six (6)
- Number of Certified Welders on staff: 42
- Number of independent subcontractors: 96+ nationwide

INSPECTORS

- Number of NACE-Certified Inspectors on staff: 59
- Number of SSPC-Certified Inspectors on staff: 50
- Average years of experience for an inspector: 15 years
- Inspectors are NACE-certified, in-house employees

WASHOUT CREWS

- Number of washout crews: 30+
- Average number of people on a washout crew: Three (3)
- Average years of experience for a washout crew member: Nine (9) years
- Washout crew members are in-house employees

PAINTING CREWS

- Number of painting crews: 120+
- Average number of people on a painting crew: 4-5 (small jobs); 6-10 (large containment projects)
- Average years of experience for a painting crew member: Five (5) years
- Average years of experience for a foreman or subcontracting company owner: 15-20 years
- Painting crew members are both in-house employees and independent subcontractors

REPAIR/SERVICE CREWS

- Number of repair/service crews: 30+
- Average number of people on a repair/service crew: Minimum of three (3) at all times
- Average years of experience for a repair/service crew member: Ten (10) years
- Repair/service crew members are both in-house employees and independent subcontractors

PROJECT MANAGEMENT

Project managers for the western region of the United States operate under the oversight of their regional management team—as well as their respective line of business—to help control the costs, keep projects on schedule, and communicate with our clients to execute project objectives.

- **Mr. Bill Hammond**—Service Center Manager (Ontario, CA)—has over 25 years of experience in tank maintenance and will serve as the Project Manager for the City of Huntington Park.

MANAGEMENT TEAM

The SUEZ management team is committed to providing valuable services to our clients and improve the operability of water systems in the safest and most cost-effective manner. The main goal of the SUEZ management team is to provide full asset management solutions to our clients—from services provided by certified field personnel to one-on-one, individualized support and assistance meeting regulatory compliance. The team is also passionate about progressively building SUEZ with talented professionals that are committed to serving our many valued clients—ultimately setting the strategy that guides our business and delivers the high-quality results and innovation that is expected by all SUEZ clients. The SUEZ management team is also committed to supporting the long-term financial stability of our clients by: offering the ability to spread the cost of initial renovations over an extended period of time, assisting in budgetary planning efforts, and utilizing long-term contracts to control project costs. The SUEZ management team includes highly experienced individuals in both asset maintenance and management for the water and wastewater industry. The following individuals are experts in their respective fields:

- **Mr. Brian Kelleher**—Vice President (West Region)—possesses over 15 years of experience in environmental operations and business development with a B.S. in Business Administration, Marketing, & Social Sciences—supplemented by a minor in Pre-Law—from Clarkson University.
- **Ms. Nichole Grasma**—Director of Sales (West Region)—has over 24 years of experience with over ten (10) years specializing in the water, wastewater, and asset management industries. She has a B.S. in Animal Science, Chemistry, & Microbiology from South Dakota State University.
- **Mr. Brad Winkeler**—Director of Operations (West Region)—has over 15 years of experience in asset maintenance with a B.S. in Mechanical Engineering from Southern Illinois University-Edwardsville. He is a NACE Level III (3) Certified Coating Inspector (#27255) Inspector—as well as SSPC C-3 and C-5 Certified. Mr. Winkeler works directly with service center managers and inspectors to plan and execute the renovation work and maintenance services under our asset maintenance program—providing his expertise and support directly to clients.
- **Mr. Jonathan Cato**—Senior Vice President (Lines of Business, Operations, & Engineering)—possesses over 15 years of experience in water tank asset management and holds a degree in Materials Science Engineering from the Georgia Institute of Technology (Georgia Tech).
- **Mr. David Forrester**—Vice President (Tanks & Water Quality)—has over 17 years of experience in water tank asset management with a degree in Civil Engineering from Georgia Tech.
- **Ms. Kerri deFriess**—Customer Service Manager—possesses over 20 years of experience in the customer service industry and oversees all operations associated with the SUEZ Customer Account Specialist team.

SUEZ CERTIFIED FIELD PERSONNEL

The SUEZ team of full-time, certified field personnel hold credentials from training, certifications, and practical experience gained from work within the industry. Certified field personnel are on-site throughout both the renovation and maintenance process; they will monitor, inspect, measure, document, and advise crews to ensure the work performed and completed meets the highest level of quality. Our teams also help keep project schedules and completion on-time and cost-effective.

- **Mr. Bill Hammond**—Service Center Manager (Ontario, CA)—is a NACE Level III (3) Certified Coatings Inspector (#7839) and will conduct all inspection work for the City of Huntington Park.

WATER SYSTEM CONSULTANTS

SUEZ's Water System Consultants are unmatched in their experience and knowledge in the potable water and asset management industry—as well as the regions they service. SUEZ Water System Consultants are local resources, and they reside in their respective territories to provide quick response times to our clients and specialize in the issues facing the communities they serve. Their approach centers on our clients and their environments—aiming to respond to their priorities for sustainable development and a high-quality water distribution system.

- **Mr. Keith Jones**—Water System Consultant (Southern California)—has 34 years of experience and is certified to climb and inspect tanks. He is available to the City of Huntington for project consultation, to answer questions, provide information about other services, and serve as a constant resource in all aspects of water systems, maintenance, and asset management.

CUSTOMER ACCOUNT SPECIALISTS

Timely support is essential to the successful management of water distribution system assets. With over 50 years of combined experience working with our valued clients, our skilled team of Customer Account Specialists is dedicated to supporting the municipal and industrial water and wastewater system clients. The SUEZ Customer Account Specialists provide all financial information based on each client's fiscal year to aid with the budget planning and serve as the primary point of contact for emergency repairs—as well as service requests outside of the regularly scheduled maintenance. Customer Account Specialists provide insurance information, inspection reports, service records, contract documents, and safety information—as well as other documentation—to assist our clients with regulatory reporting and compliance.

- **Ms. Carolyn Griner**—Customer Account Specialist (West Region)—has 25 years of experience and will serve as the dedicated Customer Account Specialist for the City of Huntington Park. Her experience and expertise allow her to provide customized support and effective solutions. Ms. Griner can be reached via telephone at **(800) 942-0722**.

ENGINEERING

Led by **Mr. Jason G. Saylor, P.E.**—Director of Engineering—our extensively experienced engineering team serves as the technical resource for the company by providing the engineering support for all areas of our asset management programs. The engineering staff possesses more than 30 years of combined experience with both the evaluation and maintenance of water distribution system assets and water treatment facilities. The engineering staff also provides the project support through the development of technical engineering documents that may be required for the delivery of projects—including the technical installation details, any required permitting for regulatory compliance, and project plans needed to implement the asset maintenance services.

- **Mr. Jason G. Saylor, P.E.**—Director of Engineering—has over 26 years of experience and is a Licensed Professional Engineer in the State of California (#C-85043).
- **Mr. Petar Kovacevic, E.I.T.**—Project Engineer III (3)—has over eight (8) years of experience with a degree in Civil Engineering Technology from Southern Poly-Technical State University.
- **Ms. Christie Houseman, P.E.**—Project Engineer II (2)—has over seven (7) years of experience with both a B.S. and M.S. in Environmental Engineering from Mercer University.

PROJECT APPROACH:

The focus of the renovation will be based on the overall renovation schedule supplied within the City of Huntington Park's RFP. Upon arrival to the site, the company will install the required and specified door sheet to allow access to the water storage tank's interior. Access will allow for the intensive and complete inspection of the roof and superstructure—as identified within the City of Huntington Park's RFP specifications. Inspections will be completed by personnel educated and familiar with all NACE, SSPC, AWWA, and local guidelines and requirements.

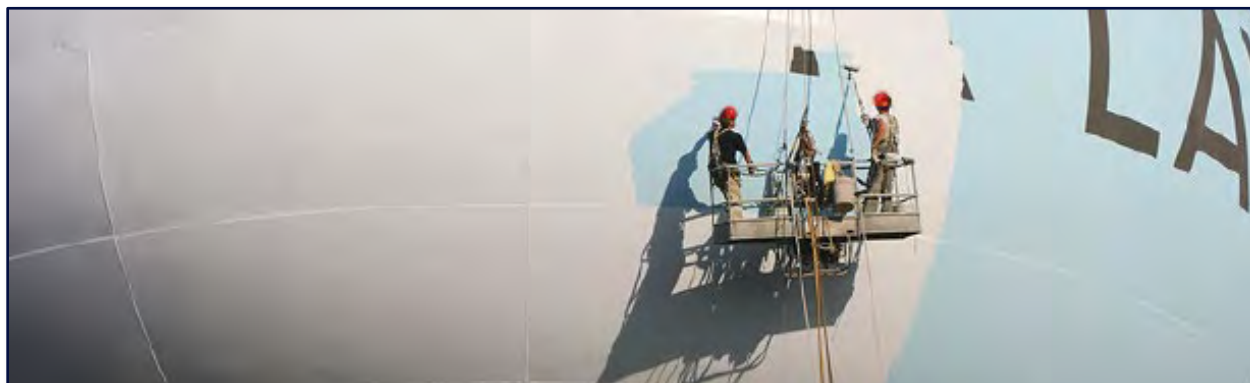
Upon completion of the inspection of the interior of the water storage tank, our qualified crews will begin the process of specified repairs and interior renovations to the tank. Repairs and renovations will be completed in the manner specified—as well as in accordance with all governing specifications and guidelines. During the interior renovation processes, in-depth quality control measures will be implemented to ensure that all applications are conforming to NACE, SSPC, NSF, AWWA, and local guidelines and requirements.

Upon completion of all repairs and interior renovations, the door sheet will be reinstalled by qualified personnel and radiographic testing will be performed to ensure that all welds are both sufficient and water-tight. Erection of the containment system will be completed and installed in accordance with specifications allowing for the exterior renovation process to begin. The exterior renovation quality control process will be thorough and ensure that application is conforming to NACE, SSPC, AWWA, and local guidelines.

Upon the completion of the exterior renovation, the containment structure will be removed, and the water storage tank will be cleaned and disinfected in accordance with all AWWA guidelines. Upon completion, the City of Huntington Park's tank will be made water-tight and ready for service post bacteriological testing performed by the City of Huntington Park.

SUEZ will deploy over 100 years of personnel experience both on-site and in support of this project. Managing and maintaining water storage tank assets has been at the core of our business since its formation in 1965. Our experience managing over 4,000 water storage tank assets nationwide will be key in making this project a success for the City of Huntington Park and SUEZ.

Within the *Schedule and Schedule Control* section, the reviewer will find a detailed schedule of the deployment and renovation schedules while on site in the City of Huntington Park. The dates used are for example only—as the SUEZ deployment to the site will be officially scheduled upon further discussion with the City of Huntington Park upon award of the contract.



SUEZ SERVICE CENTERS

All tank maintenance services will be conducted by SUEZ personnel that are both trained and qualified to perform all visual and washout assessments—as well as all water tank rehabilitation, maintenance, repairs, and painting services—in accordance with any and all project specifications. Our NACE-certified field personnel will verify blasting, priming, and finish coat applications at critical phases of the project to ensure compliance with all project specifications and quality results.



SUEZ has 12 service centers strategically located throughout the United States to serve our many clients on a timely basis. The locations of these service centers include: Arkansas (1), California (2), Florida (1), Georgia (1), Illinois (1), Indiana (1), Kansas (1), Massachusetts (1), North Carolina (1), Ohio (1), and Texas (1). Our service center crews manage and maintain over 8,000 water distribution system assets for over 5,000 industrial and municipal clients nationwide. Our experienced teams include: 120+ paint crews, 30+ field service crews, 40+ certified welders, and other qualified support teams.

The primary service center supporting the City of Huntington Park is located in the **City of Ontario, CA**. With three (3) in-house crews and a team of six (6) subcontractor paint crews, the SUEZ service center team ensures that all projects adhere to all performance standards, schedule, and budget. Responsible for the successful maintenance and operability of hundreds of water storage assets in the western region of the United States, the team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water storage assets, systems, and infrastructure in the State of California.

This Southern California facility manages and maintains the operability of hundreds of water storage tanks under our asset maintenance program in the western region of the United States—from New Mexico to Washington. The service center is located at **2240 East Cedar Street, Ontario, CA 91761** and can be reached via telephone at **(951) 487-6409**.

- **Mr. Bill Hammond**—Service Center Manager (Ontario, CA)—serves as the principal in charge of managing the operations at this facility. He possesses specialized knowledge of water system infrastructure and conditions within the State of California and the western region of the United States. His expertise and insight into evaluating project costs ensure the City of Huntington Park that water system assets will be maintained and managed to the highest standard and in the most efficient and cost-effective manner possible.

PROPOSED PERSONNEL:

The summary, one (1)-page resumes for SUEZ’s key personnel have been included—beginning on the following page of this response.

KEITH M. JONES

WATER SYSTEM CONSULTANT (SOUTHERN CALIFORNIA)



YEARS OF EXPERIENCE

- Over 34 Years Total

EDUCATION

- Environmental Health and Science, University of Florida, 1989.

AREAS OF SPECIALIZATION

- Water Treatment
- Water Distribution
- Budgeting & Rate Setting
- Safety & Security

PROFESSIONAL CERTIFICATIONS

- Grade III (3) Treatment and Distribution License
 - State of California
- Grade II (2) Treatment and Distribution License
 - State of Nevada
- Emergency Management Certificates
 - NIMS ICS (700.a, 100.a, 200.b, 100.PWb, 100.HCb)
 - IS 800.b NRF
 - IS-860a NIPP
 - IS-821 CIKR
 - IS-520
- American Society of Association Executives (ASAE)
 - Association General Management Certification
- National Rural Water Association (NRWA)
 - National Certified Utility Manager
- Florida State University
 - Applied Groundwater Hydrology Certification

PROFESSIONAL TRAINING

- Tom Hopkins – Sales Boot Camp

OFFICE ADDRESS

- 16 Daisy Meadow Terrace, Henderson, NV 89074

KEY QUALIFICATIONS

Mr. Keith Jones serves as a dedicated Water System Consultant (Southern California) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for project consultation, to answer questions, provide information about any other services, and serve as a constant resource in all aspects of water system asset maintenance. Mr. Jones specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE Co., INC.

Water System Consultant (Southern California)

2017–Present

- Responsible for the sales and marketing of highly valued solutions for potable water quality management through asset management/maintenance programs
- Responsible for sourcing and developing client relationships and referrals
- Responsible for building an effective reputation within the industry through organization involvement and training seminars
- Develops and implements effective strategies to capitalize on opportunities in his territory
- Utilizes all products and services available to create SUEZ separation from the competition
- Lead-generation and creation of opportunities through the established SUEZ Advanced Solutions | Utility Service Co., Inc. Sales Process
- Performs industry-standard condition assessments on all types of potable water assets
- Manages existing customer base utilizing relationships to grow new business accounts
- Creates and implements new marketing promotions and strategies to gain market share
- Works directly between Line of Business (LOB) team(s) for each product line and client to close deals and identify opportunities
- Comprehensive knowledge of asset management and maintenance programs for the potable water, wastewater, and utility industry
- Sales development, project planning, and management for water, wastewater, municipal, industrial, and commercial customers

CALIFORNIA RURAL WATER ASSOCIATION

Specialist (Water Efficiency, State Revolving Fund, & Training) | Marketing Coordinator 2010–2017

- Develop a marketing strategy to help association reach its long range plan and goals
- Provide on-site technical assistance to drinking water systems
- Provide water treatment and distribution, drinking water system security, community-based water resiliency, emergency response planning, and community-wide threat and risk assessment training

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- National Training Coalition | Project Manager
- National Rural Water Association | Project Manager

BILL HAMMOND

SERVICE CENTER MANAGER (ONTARIO, CA)



YEARS OF EXPERIENCE

- 25 Years Total
- 25 Years in the Water, Wastewater, and Asset Maintenance Industries

AREAS OF SPECIALIZATION

- Asset Management
- Asset Maintenance
- Painting and Coatings
- Steel/Metal Coating Systems
- Concrete Coating Systems
- Personnel Management
- Supervisory and People Skills

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coatings Inspector (#7839)
- Society for Protective Coatings (SSPC) C3/C5 Supervisor/Competent Person for De-leading of Industrial Structures (Lead Abatement Certification)

PROFESSIONAL TRAINING

- Occupational Safety and Health Administration (OSHA) 10-Hour Training Program
- Scaffolding and Fall Protection
- Confined Space Awareness
- Aerial Lift Platform Operations
- First Aid | CPR

OFFICE ADDRESS

- 2240 E Cedar Street, Ontario, CA 91761

KEY QUALIFICATIONS

Mr. Bill Hammond serves as a Service Center Manager (Ontario, CA) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is primarily responsible for presenting, managing, and supervising the renovation and maintenance of water system assets—as well as for oversight of all services provided by SUEZ Advanced Solutions | Utility Service Co., Inc. in-house and in the field. Mr. Hammond specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Service Center Manager (Ontario, CA)

2006–Present

- Complete oversight of SUEZ's two (2) West Region Service Centers—located in the City of Ontario and the City of Rancho Cordova
- Assess project/resource requirements and coordinate/schedule the work with owners
- Supervision of the mechanical repairs, upgrades, painting and project coating portions
- Ensure that all health and safety regulations are adhered to

ROBISON-PREZIOSO, INC.

Superintendent | Project Manager

2003–2006

- Coordinated, scheduled, and planned coating projects
- Coordinated sub-contractor resources
- Developed safe work plans and track budgets
- Monitored safety and quality control (QC) procedures in the field

SHELL OIL PRODUCTS – UNITED STATES WEST COAST

Inspector | Field Project Coordinator

1999–2003

- Surveyed and inspected shell oil tanks, pipelines, and marine terminals for corrosion-related repairs and maintenance work
- Evaluated existing conditions; determined repairs and preventative maintenance schedules
- Assisted engineers in project development stages to minimize cost and optimize schedules
- Evaluated budgets and determine priorities
- Developed work plans and inspection hold points
- Coordinated and inspected multiple contractors in multiple trades
- Coordinated shutdown work with operations to include safety procedures
- Provided final inspection document and reports for all projects

Foreman | Painter

1992–1999

- Directed and supervised major painting projects and activities of project personnel
- Working knowledge of surface preparation methods and equipment
- Highly specialized skills in lead abatement—including containment design and equipment
- Extensive knowledge of various coating systems—including plural component materials, fiberglass reinforced systems, and Thermal Arc applied metalized coatings
- Extensive knowledge of various coating systems to include plural component design and equipment

BRIAN KELLEHER

VICE PRESIDENT (WEST REGION)



YEARS OF EXPERIENCE

- 13 Years Total

EDUCATION

- B.S., Business Administration, Clarkson University.
- B.S. Social Sciences, Clarkson University.

AREAS OF SPECIALIZATION

- Business Development
- Water and Wastewater Management Facilities
- Strategic Planning
- Process Improvements
- Customer Satisfaction
- Business to Business (B2B) Sales Administration
- Operations Direction
- Team Leadership
- Account Management
- Product Design
- Profit and Loss (P&L) Leadership

OFFICE ADDRESS

- 535 Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Mr. Brian Kelleher serves as the Vice President (West Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for all sales and operations activities within the region. Mr. Kelleher specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services. He has also managed multiple multi-million-dollar biosolids clients/contracts throughout the State of California and Mid-Atlantic Region.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE Co., INC.

Vice President (West Region)

2019–Present

- Responsible for all sales and operations activities in the West Region—including two (2) service centers providing products and services to enhance the distribution and treatment systems for municipal water and wastewater clients. He is also responsible for industrial water handling assets—as well as a regional sales team of territory managers and in-field technical assistance personnel.

SYNARGO

Director of Operations (Compost Services & Inbound Compost Sales)

2017–2018

- Managed operations for multiple composting facilities and client portfolio management.
- Responsible for managing all incoming feedstocks and materials for four (4) permitted composting facilities on the west coast.
- Restructured current contracts and established new contracts for the west coast facilities portfolio.

MCGILL ENVIRONMENTAL SYSTEMS

Industrial Services Manager | Dewatering Manager

2009–2017

- Directed and facilitated industrial operations at this international environmental company that engaged in composting, soil remediation, soil services, environmental cleanup, and recycling.
- Managed response teams for Fortune 500 companies and a highly valued fleet of equipment.
- Headed critical filtration and solid separation projects and contracts, assuming full P&L responsibility, budget oversight, and subcontractor management.
- Owned front-line leadership and interaction with a wide customer base of townships, municipalities, industrial facilities, property developers, and public utilities.
- Drove B2B sales and business development initiatives to lead product and brand innovation for industrial services; prepare studies for capital improvement projects.

BRIAN WOODRING

DIRECTOR OF SALES (WEST REGION)



YEARS OF EXPERIENCE

- Thirteen (13) Years Total in the Water, Wastewater, and Asset Maintenance Industry

EDUCATION

- B.A., History, Arkansas State University.

AREAS OF SPECIALIZATION

- Water Distribution Systems
- Asset Maintenance
- Asset Management
- Asset Condition Assessment
- Business Development
- Operations Management
- Project Management
- Training and Development
- Occupational Safety and Health Administration (OSHA) Compliance

PROFESSIONAL ASSOCIATIONS

- OSHA

PROFESSIONAL TRAINING

- OSHA Safety Training (30-Hour Program)

OFFICE ADDRESS

- 12748 US Highway 70, Proctor, AR 72376

KEY QUALIFICATIONS

Mr. Brian Woodring serves as a Director of Sales (West Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for the asset management and maintenance of all facets and components for water and wastewater infrastructure in the industrial and municipal markets. Mr. Woodring is also responsible for the sales performance and training of the Water System Consultants (WSCs) in the West Region. He specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Director of Sales (West Region)

2019–Present

- Responsible for the performance of WSCs within the West Region of the United States
- Provides coaching to improve sales and performance
- Prepares individual and team action plans to generate new sales leads and penetrate new markets
- Plans and manages regional customer portfolios based on market development strategy
- Leads management of key client accounts within the West Region of the United States

MAGNOLIA RIVER SERVICES

Senior Inspection Manager

2017–2019

- Built and managed new Water Distribution Inspection Line of Business (LOB)
- Managed day-to-day operations, client expectations, overall inspector work-flows, and allocation of manpower resources—where needed—to maintain project standards
- Developed a training program for new Water Distribution Inspectors which focused on client standards and knowledge of region-specific specifications
- Instituted LOB-specific work-flows and standard operating procedures (SOP) for water distribution inspection
- Designed and implemented as-built and geographic information system (GIS) collection procedures to meet all client needs and expectations

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Water System Consultant (State of Arkansas)

2011–2017

- Provided the leadership for developing, implementing, and managing personalized asset management plans for State of Arkansas municipalities and public water systems
- Developed an education seminar program to educate both state and local government regulatory bodies—as well as internal leadership
- Served as the lead presenter—providing metrics reporting for the education program
- Trained on-boarding sales staff to effectively sell asset management program solutions to both internal and external clients

BRADLEY F. WINKELER, P.E.

DIRECTOR OF OPERATIONS (WEST REGION)



YEARS OF EXPERIENCE

- 15 Years Total

EDUCATION

- B.S. Mechanical Engineering, Southern Illinois University-Edwardsville.

AREAS OF SPECIALIZATION

- Asset Condition Assessment
- Project Specification
- Project Coordination and Execution
- Site Safety Standards
- Occupational Safety and Health Administration (OSHA) Compliance
- Quality Assurance / Quality Control (QA/QC)
- Field Engineering
- Change Order Management
- Engineering
- Metals and Corrosion
- Coatings Assessment
- Water Tank Inspection
- Strong Problem-Solving Skills

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coating Inspector (#27255)
- Licensed Professional Engineer (P.E.)
 - State of Illinois
 - State of Iowa
 - State of Nebraska
 - State of Arkansas
 - State of Tennessee
 - State of Missouri

OFFICE ADDRESS

- 535 Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Mr. Brad Winkeler, P.E., serves as the Director of Operations (West Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for the performance of the West Region Service Centers. Mr. Winkeler specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet all established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience managing large client accounts, including American Water locations across the nation—while also being sensitive to the needs of smaller clients—qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE Co., INC.

Director of Operations (West Region) | Project Manager 2012–Present

- Effectively manages West Region operations to provide quality water tank services
- Responsible for the performance of the West Region Service Centers
- Provides coaching/assistance to optimize operational efficiency/quality of service delivery
- Ensures all service centers administer yearly safety training and follow the proper safety protocols throughout all work stages and processes
- Introduces and sustains operational efficiencies while managing operational costs

Key Account Manager | Engineer 2006–2012

- Coordinated, managed, and inspected high-profile water tank renovation projects
- Client Representative who provided knowledge and experience to recognize structural, sanitary, and safety issues concerning potable water tanks and towers
- Visual and washout inspection of potable water storage facilities
- Provided specifications for water tank renovation projects
- Coordinated and managed water tank renovation projects

RED BUD INDUSTRIES

Technician 2005–2006

- Active participant in the design, assembly, and customer service phases of the Red Bud steel coil processing lines
- Provided quality service and repair to clients' lines throughout the United States—as well as in other countries
- Specialized in the assembly and installation of the Red Bud stretcher leveler

JONATHAN CATO

SENIOR VICE PRESIDENT (LINES OF BUSINESS, OPERATIONS, & ENGINEERING)



YEARS OF EXPERIENCE

- 25 Years Total
- 15 Years in Water Storage Tank Asset Maintenance and Management
- Ten (10) Years of Chemical Engineering – Mining Industry

EDUCATION

- B.S. Materials and Fiber Engineering, Georgia Institute of Technology.

AREAS OF SPECIALIZATION

- Steel Water Storage Tank Asset Management and Maintenance
- Concrete Asset Management and Maintenance
- Construction Management and Maintenance
- Contract Management
- Financial Analysis
- Financial Estimating

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- Society for Protective Coatings (SSPC)
- National Association of Corrosion Engineers (NACE)
- American Concrete Institute (ACI)

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Jonathan Cato serves as a Senior Vice President (Lines of Business [LOBs], Operations, and Engineering) for SUEZ Advanced Solutions | Utility Service Co., Inc. His experience pertaining to all aspects of executive and project management—coupled with his engineering background and tank maintenance experience—provide him with the ability to manage multiple areas of existing product offerings and direct clients toward the future and SUEZ’s new service offerings. Mr. Cato specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ’s many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Senior Vice President (Lines of Business, Operations, & Engineering) 2019–Present

- Responsible for all lines of business, operations, and engineering services across all regions of the company

Senior Vice President (Lines of Business) 2012–2019

- Responsible for all lines of business across all regions of the company

Vice President (Operations) 2009–2012

- Responsible for the operations of all Service Centers across all regions of the company

General Manager (Contracting Division) 2002–2009

- Responsible for all estimating and project management for publicly bid tank projects nationwide

Project Manager | Lead Estimator 2000–2002

- Responsible for all estimating and project management for publicly bid tank projects nationwide

THIELE KAOLIN COMPANY

Chemical Process Engineer 1990–1999

- Process improvement, new product development, and new process development—as well as water and wastewater environmental management

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- City of Atlanta, GA
- Birmingham Water Works Board, AL
- City of Philadelphia, PA

DAVID FORRESTER

VICE PRESIDENT (TANKS & WATER QUALITY)



YEARS OF EXPERIENCE

- 26 Years Total
- 13 Years in Asset Maintenance

EDUCATION

- B.S. Civil Engineering, Georgia Institute of Technology, 1989.
- A.S., Engineering Technology, Middle Georgia College, 1984.

OFFICE ADDRESS

- 1230 Peachtree Street NE,
Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. David Forrester serves as a Vice President (Tanks & Water Quality) for SUEZ Advanced Solutions | Utility Service Co., Inc. His experience with all aspects of project management—coupled with his engineering background and tank maintenance experience—provide him with the ability to manage multiple areas of our existing product offerings and direct our clients toward the future and SUEZ's new service offerings. Mr. Forrester specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct all of the work associated with the requested maintenance services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Vice President (Tanks & Water Quality)

2012–Present

- Profit and Loss (P&L) responsibility for all service lines covering eight (8) states in the southeastern region of the United States—over 2,500 potable water tanks representing 800+ municipalities currently under tank maintenance contracts, including renovations, repairs, inspections, condition assessment and emergency services

General Manager (Tank Maintenance)

2008–2012

- Managed condition assessment and asset maintenance activities for 5,000+ potable water storage tanks across the United States
- Led collaborative efforts to develop water quality improvement solutions in potable water storage tank assets

Vice President (Communications Construction)

2002–2008

- Responsible for a division the providing design and installation of engineered cellular installation solutions on elevated water towers across the eastern United States

KAOLIN MINING INDUSTRY

General Manager (Operations Management & Engineering)

1989–2002

- Managed the operations and engineering of mining for Kaolin within the State of Georgia

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- City of Raleigh, NC
- Fauquier County Service Authority, VA
- Prince William County Service Authority, VA
- City of Franklin, VA
- City of Winchester, VA
- Town of Warrenton, VA

JASON G. SAYLOR, P.E.

DIRECTOR OF ENGINEERING



LICENSED PROFESSIONAL ENGINEER

- State of California
 - #C-85043

YEARS OF EXPERIENCE

- 26 Years in Water, Wastewater, and Asset Maintenance

EDUCATION

- B.S., Civil Engineering, Pennsylvania State University (Penn State), 1995.

AREAS OF SPECIALIZATION

- Asset Management/Maintenance
- Infrastructure Improvement
- Construction Engineering
- Demolition/Field Engineering
- Building/Facility Engineering
- Quality Assurance/Quality Control (QA/QC)
- Budgeting & Cost Controls
- Contract Development
- Bidding/Contract Management
- Environmental Permitting
- Personnel Supervision

PROFESSIONAL CERTIFICATIONS

- Construction Specifications Institute (CSI) Construction Document Technologist

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- Georgia Association of Water Professionals (GAWP)
- American Society of Civil Engineers (ASCE)
- Water Environment Federation (WEF)

PROFESSIONAL TRAINING

- Occupational Safety and Health Association (OSHA) Construction Safety and Health Compliance
- Confined Space Awareness
- Hazardous Communications
- First Aid | CPR

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Jason Saylor, P.E., serves as the Director of Engineering for Utility Service Co., Inc. He is responsible for leading and directing the engineering team in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing engineering support services that produce the high-quality results expected from our many valued clients. Mr. Saylor and the engineering team provide full support of asset management and maintenance programs through:

- Assisting clients with completion of required documents to gain local, state, and federal approvals of projects.
- Developing technical and operational improvements to enhance delivery of services.
- Preparation and review of project designs, specifications, installation details, engineering reports, and condition assessment reports.
- Review and support of both operational and project delivery plans
- Coordinating the engineering department with the Lines of Business (LOBs), Product Managers, and Regional Management Teams to develop project plans.
- Coordinating the procurement, design, and improvement of specialized equipment with the LOB Leaders and the Director of Operations (DOS).
- Assisting the LOB Leaders and Sales Teams to negotiate project scope, specifications, and costs with external and internal customers, engineering firms and others.
- Reviewing permits, submittals, drawings, and providing PE approval.
- Developing departmental budgets and monitoring performance to budget.

PROFESSIONAL EXPERIENCE

UTILITY SERVICE Co., INC.

Director of Engineering

2013–Present

- Direct oversight and leadership of engineering team
- Technical support for asset management/maintenance projects
- Corporate engineering engagement in LOB development, project delivery, QA/QC, capital improvements, and operational planning.

HERBERT, ROWLAND, AND GRUBIC, INC.

Regional Service Group Manager

2001–2013

- Provided oversight and leadership to regional engineering team for project planning, proposal development, project designs, and project delivery.
- Provided oversight and direction to project field personnel for construction project delivery
- Developed company-wide standards and documents for control and management of construction projects.

PROJECT EXPERIENCE

Mr. Jason Saylor, P.E., has direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries. He and his engineering team provide related engineering services for all aspects of the asset management program, including—but not limited to:

- Condition Assessments
- Evaluation of Asset Performance
- Development of Asset Maintenance and Repair Plans
- QA/QC of Asset Maintenance/Management Project Scopes

PETAR KOVACEVIC, E.I.T.

PROJECT ENGINEER III (3)



YEARS OF EXPERIENCE

- Eight (8) Years Total

EDUCATION

- B.S., Civil Engineering Technology, Southern Poly-Technical State University, 2012.
 - GPA: 3.24

AREAS OF SPECIALIZATION

- Engineering Services
- Strategic Planning
- Strategic Analysis
- Leadership

PROFESSIONAL ASSOCIATIONS

- American Society of Civil Engineers (ASCE)

AREAS OF SPECIALIZATION

- AutoCAD (Computer-Aided Design)
- AutoCAD Piping & Instrumentation Design (P&ID)
- Russian and Montenegrin Fluency in AutoCAD Civil
- Autodesk Inventor
- GT-Strudl 31
- Q Basic
- Nitro PDF
- STARK ES (2009)
- Microsoft Office

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Petar Kovacevic serves as a Project Engineer III (3) for Utility Service Co., Inc. He is an eager and motivated Engineer with experience in both managerial and technical positions. Mr. Kovacevic has a demonstrated ability to work independently with limited supervision, while also thriving in team settings. He also excels under pressure in environments that require both attention-to-detail and adherence to deadlines. Mr. Kovacevic specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested asset maintenance services.

PROFESSIONAL EXPERIENCE

UTILITY SERVICE Co., INC.

Project Engineer III (3)

2015–Present

- Responsible for obtaining the construction permits for potable water storage tank asset renovations and upgrades in the United States
- Perform inspections and evaluate structural integrity of existing water storages
- Create new permitting procedures/standards to increase productivity/avoid costly delays
- Coordinate installation and perform startup of dewatering equipment upgrades at the Cedar Creek Wastewater Treatment Plant (WWTP) in New York—improving dewatering capability of belt filter press and reducing sludge hauling costs
- Provide both aeration and mixing systems recommendations for water storage assets, improving Trihalomethane (THM) by-product levels to an acceptable range
- Provide ongoing technical support and help with troubleshooting of dewatering equipment

AWNEX, INC.

Project Engineer

2014–2015

- Created/reviewed full fabrication drawings for architectural enhancement bolt-on systems
- Finished product evaluations—structural weld inspections, laboratory material tests, etc.
- Finalized installation drawings with engineering specifications for canopy/awning systems
- Aided in development of new products for clients—McDonald's, Taco Bell, Chick-fil-A, etc.
- Provided technical support for installation crews

SATKO ALLIANCE, LLC (MOSCOW, RUSSIAN FEDERATION)

Structural Engineer

2013–2014

- Completed structural drawings and calculations for a ten (10) story residential building (K-12) and a 20-story residential building (K-4)
- Rebar inspections, review of site super reports, and 3-D structural analysis
- Prepared structural drawing sets and engineering specifications
- Adhered to all of the latest structural standards and codes in Moscow (СНИП)

ECOLOGIX ENVIRONMENTAL SYSTEMS, LLC

Project Engineer | Civil Engineer

2012–2013

- Managed initiatives for a diverse range of clientele; projects ranged from \$100K–\$2.3M
- Full programming and installation of the secondary waste water treatment system
- Prepared proposals for packaged waste water treatment plants and equipment
- Completed a turnkey WWTP for Indiana's Fair Oaks Dairy Farms and a secondary WWTP for a mining camp in West Guinea
- Structural design of pump stations, hydraulic design/analysis, concrete slab design, P&ID drawings, installation drawings, equipment control logic, and supervision of all resources

CHRISTIE L. HOUSEMAN, P.E.

PROJECT ENGINEER II (2)



YEARS OF EXPERIENCE

- Seven (7) Years in the Water, Wastewater, and Asset Maintenance Industry

EDUCATION

- M.S., Environmental Engineering, Mercer University, 2015.
 - GPA: 3.812
- B.S., Environmental Engineering, Mercer University, 2015.
 - Minor: Sociology
 - GPA: 3.884

AREAS OF SPECIALIZATION

- Gravity Sewer Design
- Industrial Pretreatment
- Proposal Drafting
- Utility Permitting
- Process Experience
- Strong Technical Writing
- Erosion, Pollution, and Sediment Control
- Construction Plan Production

PROFESSIONAL CERTIFICATIONS

- Licensed Professional Engineer (P.E.)
- Georgia Soil and Water Conservation Commission (GSWCC) Level II (2) Certified Plan Reviewer

SOFTWARE PROFICIENCIES

- AutoCAD (Computer-Aided Design)
- ArcGIS (Geographic Information System)
- Civil 3D
- Microsoft Office

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mrs. Christie Houseman serves as a Project Engineer II (2) for Utility Service Co., Inc. She is an ambitious, hardworking, and dependable project engineer with four (4) years of experience in the municipal sector. Mrs. Houseman consistently completes projects within budget and ahead of schedule. She has also officially earned her Professional Engineer (P.E.) designation after passing the P.E. Exam in 2019. Mrs. Houseman specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. Her extensive experience qualifies her to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

UTILITY SERVICE Co., INC.

Project Engineer II (2)

2018–Present

- Prepare project designs, technical documents, drawings and permit applications
- Evaluate regulatory standards related to principle businesses and communicate with Operations and Service Centers to convey necessary utility renovations/rehabilitation
- Support implementation of Engineering Department strategies to standardize processes, procedures, and designs
- Work directly with State agencies to obtain approvals for proposed utility construction
- Assist utilities with project management of capital improvement projects

RINDT-McDUFF ASSOCIATES, INC. (RMA)

Project Engineer I (1) – Municipal Water & Wastewater

2017–2018

- Served the design and drafting needs of several project managers within the municipal water and wastewater team
- Developed construction designs, drawings and utility system maps
- Accompanied project managers on site visits, bid openings, and client meetings
- Assembled competitive proposals to win additional work for the team
- Prepared programs, reports, and ordinances, as requested by clients
- Coordinated with and provided instruction to electrical and mechanical subcontractors
- Worked with vendors to select equipment best-suited for project designs

INTEGRATED SCIENCE AND ENGINEERING, INC. (ISE)

Engineer I (1) – Water & Wastewater

2016–2017

- Worked under the direction of project manager to address the research and design needs of both government and private clients
- Developed construction designs and drawings
- Conducted field investigations and prepare reports
- Participated in the research and selection of design equipment
- Prepared contract documents and technical specifications for bid
- Developed project cost estimates, as requested by client
- Secured all necessary permits, including—but not limited to—EPD permit for erosion, sedimentation, and pollution control, as well as railroad permits for utility crossings
- Assisted project manager in preparing preliminary assessments and designs to secure new company clients

KERRI DEFRIESS

CUSTOMER SERVICE MANAGER



YEARS OF EXPERIENCE

- 16 Years Total
- 16 Years in Customer Service
- One (1) Year in the Water and Wastewater Industry
- Seven (7) Years in Asset Maintenance
- 15 Years in Sales and Marketing
- 14 Years in Accounting, Finance, and Contract Management
- Seven (7) Years in Capital Projects and Expenses Management

EDUCATION

- B.B.A., Marketing, University of Georgia, 2004.

AREAS OF SPECIALIZATION

- Customer Service
- Sales
- Marketing
- Contract Management
- Accounting
- Finance
- Capital Projects
- Expenses Management
- Process Improvement
- Project Management

PROFESSIONAL CERTIFICATIONS

- Certified Apartment Manager (CAM)
- Real Estate License
- Fair Housing

PROFESSIONAL TRAINING

- First Aid

OFFICE ADDRESS

- 535 General Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Ms. Kerri deFriess serves as a Customer Service Manager for SUEZ Advanced Solutions | Utility Service Co., Inc. She is responsible for managing our team of Customer Account Specialists—who serve all SUEZ clients across all regions of the United States. Ms. deFriess specializes in supporting municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. Her rather extensive experience qualifies her to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE Co., INC.

Customer Service Manager

2020–Present

- Guide a team of Customer Account Specialists in evaluating client needs and encouraging a client-focused approach in problem solving
- Create and provide training resources and develop new tools to improve efficiency
- Collaborate with all other departments to streamline processes and develop or improve policies and procedures that ultimately improve our effectiveness in meeting client needs
- Create reporting to communicate client activity to upper management team and sales to provide data that will be of value in terms of trends, strategy, and financial impact

Site Management Coordinator

2013–2020

- Contracted management for telecommunication collocations on water tower structures—including reviewing and processing contracts, amendments, exhibits, and addendums
- Performed accounts receivable (AR), accounts payable (AP), collections, reconciliations, and invoicing functions—in addition to managing annual, multi-million-dollar client split
- Streamlined processes and reduced costs in order to increase operational efficiency

ELEMENT NATIONAL MANAGEMENT / RAM PARTNERS, LLC

Property Manager

2006–2013

- Performed all aspects of multi-family real estate management—including the staffing, finances, accounting functions, marketing, customer relations, vendor bids, negotiations, training, resolving conflicts, and capital project management
- Managed revenue and expenses to meet controllable net operating income (CNOI) goals and adhere to approved budgets
- Identified all new developments and evaluated existing competition to compare property performance and adjust business strategies to remain competitive

JOB CORPS

Career Transition Specialist

2004–2006

- Provided post-program career services, transition assistance, and follow-up for the Job Corps graduates—servicing 70-100 graduates in up to 26 countries
- Evaluated the graduates' job skills and readiness and made recommendations for their successful transition into the workforce, school, or military
- Networked with local employers to facilitate placement opportunities for graduates

CAROLYN GRINER

CUSTOMER ACCOUNT SPECIALIST (WEST REGION)



YEARS OF EXPERIENCE

- 25 Years Total

AREAS OF SPECIALIZATION

- Communication
- Interpersonal Skills
- Leadership
- Problem Solving
- Budget Planning
- Regulatory Reporting
- Regulatory Compliance
- Sense of Urgency
- Ability to Accomplish Tasks
- Ability to Meet Deadlines
- Strong Verbal Skills
- Strong Writing Skills
- Issue Assessment
- Proactive Solutions

SOFTWARE PROFICIENCIES

- Oracle Database
- Salesforce
- Microsoft Office
 - Microsoft Excel
 - Microsoft OneDrive
 - Microsoft Outlook
 - Microsoft PowerPoint
 - Microsoft SharePoint
 - Microsoft Teams
 - Microsoft Word

OFFICE ADDRESS

- 535 Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Ms. Carolyn Griner serves as a dedicated Customer Account Specialist (West Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. She is responsible for providing all of the financial information based on each client's fiscal year to aid with budget planning. She also serves as the point of contact for emergency repairs and service requests outside of regularly scheduled maintenance work. Ms. Griner provides insurance, inspection reports, service records, contract documents, and safety information—as well as additional documentation to assist clients with all regulatory reporting and compliance. Mrs. Griner specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's valued clients. Her extensive experience qualifies her to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Customer Account Specialist (West Region)

2019–Present

- Respond to all client inquiries—external and internal—for information
- Provide additional support to Customer Service Team and Sales Team
- Provide customized support and specialized, effective solutions
- Keep client information current in IT systems and conduct proactive programs to ensure client satisfaction with products and service offerings
- Enter tasks in ERP (Oracle) and CRM (Salesforce) immediately after contact with client to ensure all departments have current info on clients.
- Prepare budget letters and send six (6) months prior to each client's fiscal year
- Provide forms of documentation to assist clients with regulatory reporting and compliance
- Prepare welcome letters to new clients
- Liaise with Sales Representatives to provide needed information to satisfy existing and prospective clients
- Incorporate salvaging efforts for clients considering canceling business
- Expedite the scheduling of any requested client meetings
- Liaise with Field Account Managers to ensure all needed actions are provided to satisfy clients' needs
- Follow up on complaints to ensure corrective actions are defined and the client is aware of our planned actions within 48 hours of complaint
- Liaise with Accounts Receivable and contact clients about delinquent billing
- Proactively contact clients according to standard operating procedures
- Prepare and monitor completion of needed addendums to contracts
- Liaise with the Operations Team—including Service Centers—as appropriate
- Perform administrative tasks for the department and the Sales Development Manager
- Provide reporting of Customer Service-related items to Manager on monthly basis
- Continually educate internal clients and peers on best practices

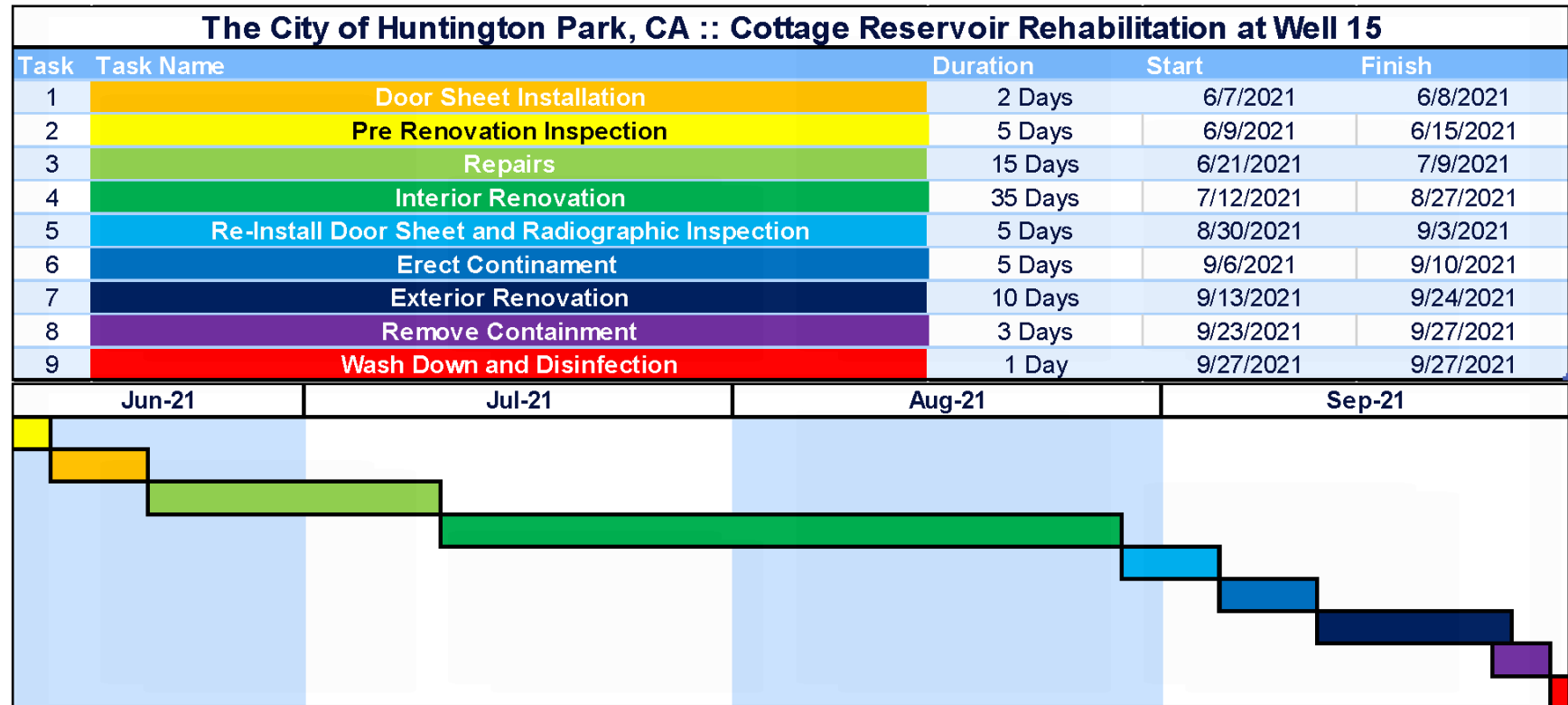
REFERENCES:

TANK OWNER	STATE	CONTACT TITLE	PHONE EMAIL
Bear Valley Community Services District (BVCSO)	CA	Will Parks Roads & Water Supervisor	(661) 821-4428 wparks@bvcsd.org
Olivenhain Municipal Water District (OMWD)	CA	Kim Thorner General Manager	(760) 753-6466 kthorner@olivenhain.com
Rainbow Municipal Water District (RMWD)	CA	Tom Kennedy General Manager	(760) 728-1178 tkennedy@rainbowmwd.com
Rincon Del Diablo Municipal Water District (RDDMWD)	CA	Greg Thomas General Manager	(760) 745-5522 gthomas@rinconwater.org
Maxwell Public Utility District (MPUD)	CA	Kurt Chambers General Manager	(530) 902-1529 maxwellpud@frontier.net
Mariana Ranchos County Water District (MRCWD)	CA	James Hanson General Manager	(760) 954-3346 gm@mrcwd.org
Golden Hills Community Services District (GHCSO)	CA	Susan Wells General Manager	(661) 822-3064 gm@ghcsd.com



SCHEDULE AND SCHEDULE CONTROL:

Please refer to the following graphic portraying a detailed schedule of the City of Huntington Park's Cottage Reservoir Rehabilitation at Well 15 project.



APPENDIX

Due to page limits, we have not included this additional information within this response; however, SUEZ can provide the following items to the City of Huntington Park upon request:

- Contractor's License (State of California)
- Certificate of Qualification (State of California)
- Certificate of Insurance
- ISO 9001:2015 Certification
- Approved Applicator Certificates

SUEZ also acknowledges that the City of Huntington Park did not issue any Addenda with their *RFP for Cottage Reservoir Rehabilitation at Well 15*.

In addition to the items above that can be provided by SUEZ upon request, we have provided the City of Huntington Park with additional information submitted on a separate, external USB flash drive; this information includes:

- SUEZ Safety & Health Program

UTILITY SERVICE CO., INC. (A SUEZ COMPANY)
1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526-4413
www.suez-na.com



April 15, 2021

CITY OF HUNTINGTON PARK

Addendum No. 1

REQUEST FOR PROPOSAL COTTAGE RESERVOIR REHABILITATION AT WELL 15 CIP NO. 2020-03

Please Take Notice: THE ATTACHED ADDENDUM #1 IS HEREBY A PART OF THE REQUEST FOR PROPOSAL (RFP) for the Cottage Reservoir Rehabilitation Project at Well 15. The City of Huntington Park has extended the proposal due date/submission deadline to **2:00 pm on Monday, April 26, 2021.**

The following addresses questions and offers clarifications for the project referenced above received by the City from the proposers and the information below will be incorporated into the project per this document. The questions and responses are based upon order received. The City responses are bold.

1. Pre-Renovation Inspection Sub-section - Will the City also have a third-party inspector for this portion of work or will this be a collaborative effort between the successful proposer and the City?
It will be a collaborative effort by City staff and consulting staff.
2. Pre-Renovation Inspection Subsection - In addition, how many work days should be expected/allot for the City to make a decision on any other additional work should there be any significant findings?
This depends upon the extent of additional work needed based on the inspection by the proposer. If additional work is beyond the defined scope of work, additional time will be required for Council review and direction.
3. Lead Abatement, Subsection 1 - can welds be abrasive blasted in lieu of chipped and scrapped as described in this section.
Abrasive blasting can be used as long as 100% removal is achieved. Proposers are to be aware of the adjacent site conditions that include a school and residential properties.
4. Lead Abatement, Subsection 4 - Please define sanitary landfill. Normally waste such as this if we are going to be utilizing recyclable abrasive is classified as RCRA Hazardous Waste and cannot go to a standard landfill. Should a stabilization additive be utilized in surface preparation process and waste is deemed non-RCRA, waste can go to recycling facility for disposal. Will the successful Proposer be required to render the lead waste non-RCRA?
The Proposer is to utilize whatever methods and means available, after consideration of the site conditions, for the City NOT to produce hazardous wastes.

5. Does the City have analytical testing results for the existing lead coatings for us to review?

NO, the proposer shall include lead testing as required.

6. Interior Renovation, Subsection 1 - Is the existing coating coal tar epoxy or coal tar enamel?

The existing coating is coal tar epoxy.

7. Interior Renovation, Subsection 3 & 4 - Can you please identify a specific AWWA ICS (Inside coating system)? Should the new coating system comply with NSF 600? Due to the pitted surfaces of the existing interior of the reservoir should a high-build lining system be utilized? Please notes below on changes to the Standards for NSF 61 vs. NSF 600.

- a. NSF has finalized and adopted a new reference standard, NSF/ANSI/Can Standard 600 for NSF/ANSI Standards 60&61 Drinking Water Health Effects Standard.
- b. Standard 600 has maximum contaminated levels (MCL's) for three commonly used solvents in epoxies widely used in tank interiors
- c. Effective date: 1/1/2023 (or sooner)

Proposer should provide the City a cost-effective recommendation for NSF/ANSI compliance for the interior coating based on the proposer's expertise and experience regarding specific materials to be used.

8. Exterior Renovation, Subsection 2-4 - Please identify AWWA OCS (Outside Coating System)

Proposer should provide the City a cost-effective recommendation for NSF/ANSI compliance for the exterior coating based on the proposer's expertise and experience regarding specific materials to be used.

9. Repairs, Subsection 3 - Is this manway meant to be replaced the existing manway or is this manway meant to be an additional manway in order to comply with OSHA ingress and egress requirements?

The City intends to replace the existing manway with an OSHA compliant manway.

10. We understand that there will be a door sheet cutout during the renovation, but for future tank work without a door sheet, OSHA requirements will dictate that there will be another means of ingress and egress while performing the tank work.

If OSHA requires the additional manway, the Proposer shall include it as part of the project.

11. Repairs, Subsection 4 - Should there be a stainless-steel cable type safety climb for fall protection on the new interior ladder?

If OSHA requires the safety climb for fall protection, the Proposer shall include it as part of the project.

12. Repairs, General - Is it to be assumed that this door sheet is the same as the door sheet called out in the Pre-Renovation section above?

YES

13. Additional Mechanical Items not addressed in the Scope of Services and Repairs.
The Proposer shall include all items that are required to provide the City with a complete project, addressing the deficiencies identified.

14. There is no provision in the RFP to make an OSHA compliant handrail on the roof. Should this be included in the RFP?

If OSHA requires the handrail, the Proposer shall include it.

15. There are no provisions in the RFP to make OSHA compliant self-closing gate at the top of the exterior ladder/stairs. Should this be included in the RFP?

If OSHA require the self-closing gate, the Proposer shall include it.

16. There are no provisions in the RFP for OSHA compliant tie-off points or a roof personnel restraint system for the exterior roof. Should this be included in the RFP?

If OSHA requires roof tie-off points or restraint systems, the Proposer shall include it.

17. The RFP mentions the existing roof hatch is non-compliant; however, there are no provisions in the RFP/Scope of Work for the replacement/modification of the existing roof hatch. Should this be included in the RFP?

If OSHA requires changing of the non-compliant roof hatch, the Proposer shall include it.

18. The RFP mentions that the existing weir box for the existing overflow is degraded; however, there are no provisions in the RFP/Scope of Work for the replacement/modification of the existing weir box. In addition, the current overflow on the tank does meet AWWA D-100 standards as it is undersized and needs an air gap/air break with proper screening. Should this be including in the RFP?

The weir box and overflow shall be modified to meet OSHA and AWWA D-100 Standards, the Proposer shall include it.

19. The RFP mentions that the existing floor drain on the reservoir is non-compliant and not in use, however, there are no provisions in the RFP/Scope of Work for the proper abandonment of the existing floor drain, should this be included in the RFP?

The floor drain is to be abandoned, the Proposer shall include it.

20. The Overview mentions the issues with the existing inlet/outlet piping; however, this is not addressed in the Scope of Services and Repairs. Can the City identify the sections that need to be replaced?

The Proposer shall include removing/modifying the inlet and outlet piping to clean up the area as required.

21. Because of the existing and extensive pitting and corrosion on the sidewall shell courses 4-7 which have been brought up in the past on this reservoir, is there any concern for the structural integrity of these area and will they be addressed in this RFP?

The Proposer shall include the necessary work program to determine the structural integrity of the steel shell courses after inspection and removal of coating.

22. Evaluation Criteria, Subsection 6 Schedule - What is the City's schedule for this work? How many calendar or work days is the City allotting for the completion of this project?

The City has not determined a schedule. The Proposer shall include a tentative schedule to complete the scope of work as defined in the RFP. The City's working day if typically, 8:00 am to 4:30 pm.

23. Past evaluation and inspections of this reservoir are referred to many times in the RFP. Can the Proposers have copies or access to this documentation as well as any underwater videos for review? Also, does the City have as-built drawings of the existing reservoir available for review?

The referenced inspection reports will be posted on the City's website under the project RFP. There are NO underwater videos and NO as-built documents of the reservoir.

24. Do any photos on the interior condition that were taken during the 2018, or previous inspections?

The referenced inspection reports with photos will be posted on the City's website under the project RFP.

25. Do you have an Engineer's Estimate, or a fixed budget, that can be shared with the Proposers?

A cost estimate or budget amount is not available.

26. In order to perform the work, we will have to make some qualifications, ie, temporary removal of inlet pipe blocking access to the tank. And will there be any issue with us making such qualifications?

The Proposer shall include all necessary items to complete the project.

27. The RFP and the Agreement are addressed such that both documents are intended to be entered into by a "Consultant" or this case, a licensed Professional Engineer. Engineers are not contractors. The scope of work requested, other than

the evaluation of the structural and coatings, requires that various items of work that can be only performed by a properly licensed contractor and/or sub-contractor, by an Engineer.

Noted. See attached sample contract.

28. The RFP and Agreement should be worded so that they are between the City of Huntington Park and the "Contractor" who in turn, will have a licensed Engineer as part of the team performing the evaluation within the contractor performs the work. We have spoken to several "Consultants" who all echo our above responses and agree that we cannot legally enter into an Agreement that is written in its present form.

Noted.

29. Is there a lead report conducted on the water tank? If so, is it available?

It is not available; the Proposer shall conduct a lead survey.

30. What are the specifications for the 30-inch manway? New vents? Door sheet? Compliant interior ladder? Interior coating, interior roof beams? Tank welding?

The City does NOT have City specific specifications for water storage reservoirs. The Proposer shall follow all standard design and construction practices for potable water storage including but not limited to:

- ***Standard Specifications for Public Works Construction***
- ***AWWA Standards***
- ***Steel Structures Painting Council***
- ***Manufacturers Recommendations***
- ***ASTM International***
- ***NSF Standards***
- ***NACE Standards***
- ***OSHA Standards***
- ***SWRCB-DDW Standards and Permitting Conditions***

Roof beams are to be evaluated for structural integrity as determined by the Proposer and replaced as required.

31. Who will be in charge for welding inspections? In house? Or Third Party?

The City will provide third party certified welding inspector.

32. Will tank weld have to be UT?

The City has not determined. The Proposer shall exclude this work from the scope of work.

33. Will the 10-inch inlet and outlet piping need to be replaced with new or using existing?

The Proposer shall evaluate and determine the corrective action. See Item 20 above.

34. Are there any images of the roof structure?

The referenced inspection reports with photos will be posted on the City's website under the project RFP.

35. The floor water pipes in front of the reservoir, will these get moved before the jobs get initiated or will the proposer need to remove as part of the scope of work?

The Proposer shall include the removal and replacement of exterior inlet/outlet piping to complete the Scope of Work in order to provide the City with a complete project. Coordinate with information in Item 20 above.

36. Will the work require any City Specifications or permits?

See Item 30 above addressing City Specifications. The City will issue a No Fee permit for all work on site.

Addendum No. 1 shall hereby be made a part of the RFP and supersede, replace, and/or amend the provisions included in the original RFP.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive. Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

Suez Advanced Solutions/Utility Service Company
Company Name

4-26-2021
Date

By Brian Kelleher
Signature

End of Addendum No. 1

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

By: Cesar Roldan
Cesar Roldan, Director of Public Works

Date: 4/15/2021



Cost Proposal for
**COTTAGE RESERVOIR
REHABILITATION AT WELL 15**

City of Huntington Park, CA

April 21, 2021





Cost Proposal for
**COTTAGE RESERVOIR
REHABILITATION AT WELL 15**

PUBLIC WORKS DEPARTMENT
CITY OF HUNTINGTON PARK, CA

SUBMITTED BY: UTILITY SERVICE CO., INC. (A SUEZ COMPANY)
ADDRESS: 1230 PEACHTREE STREET NE, SUITE 1100, ATLANTA, GA 30309
PHONE: (855) 526-4413



April 21, 2021 (04/21/2021)

PRICING

SUEZ ensures financial stability—providing our many clients with the option to spread the cost of renovations and rehabilitation over an extended period of time. We also offering long-term financial assistance and operational sustainability—as well as the protection of the water storage tank asset.

- *By written request of the City of Huntington Park, SUEZ is willing to evenly spread the cost of the specific renovation for a period of three (3) years.*

The following total cost was evaluated by SUEZ to determine the best methods of maintaining the City of Huntington Park’s water storage tank asset:

TOTAL COST: \$647,882.28

- *Due to the unique and innovative nature of the specifications and design of the project, it is not possible to commoditize task-specific costs and amounts.*



UTILITY SERVICE CO., INC. (A SUEZ COMPANY)
1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526-4413
www.suez-na.com



Exhibit "B"



February 11, 2022

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

RE: Project Invoicing Considerations and Options

Dear Cesar Roldan:

Per our conversation on the 10th of February, I am requesting that the City of Huntington Park, CA consider two options for invoicing of additional project costs.

During the initial renovation processes, it was discovered that the roof of the tank had degraded past a point of rehabilitation. At this time, the city agreed to entertain options for replacement of the roof. While site and design considerations extended the timeline for proposal generation, it was determined that a full removal of the existing roof and replacement with geodesic dome design is the most efficient and best path forward for extending the service life of the Cottage Reservoir.

Please find below a table identifying two invoicing options that we are requesting to be reviewed by the City of Huntington Park, CA.

	2022	2023	2024	2025
Option 1	Balance of Project Due			
Option 2	1/3 Project Cost Due	1/3 Project Cost Due	1/3 Project Cost Due	Base Fee for Maintenance

At your request, additional information and explanation can be provided. Thank you for your consideration and patience.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Woodring".

Brian Woodring
Director of Sales



City of Huntington Park, CA

Schedule of Work

Tank	2022	2023	2024	2025	2026
Cottage Reservoir	\$647,715	\$647,715	\$647,715	\$41,141	\$42,598
Work to Complete	Remove and Replace Existing Roof with Geodesic Dome, Complete Renovation of Cottage Reservoir, and Make Ready for Service	Visual Assessment and Inspection with any Needed Repairs	Visual Assessment, Inspection and Washout with any needed Repairs	Visual Assessment and Inspection with any Needed Repairs	Visual Assessment, Inspection and Washout with any needed Repairs

Confidential

Attachment 2



February 11, 2022

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

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Brian Woodring
Director of Sales



City of Huntington Park, CA

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Confidential



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 5, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the contract for Construction Management and Inspection Services to Cannon for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 for a not-to-exceed amount of \$262,448 payable from Account No. 111-8010-431.76-12; and
2. Authorize the City Manager to execute the construction contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council Meeting of March 1, 2022, the City Council authorized staff to solicit proposals for Construction Management and Inspection Services (CM/CI) as part of the oversight of CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 (Project). The project encompasses pavement resurfacing 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

On March 4, 2022, the City Clerk's Office published the RFP in the local newspaper of general circulation and Public Works' posted the RFP on the City's website. Electronic media firms distributed the RFP as well.

The City set March 29, 2022 as the date to submit proposals from qualified firms. City received six (6) proposals.

CONSIDERATION AND APPROVAL TO AWARD CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22

April 5, 2022

Page 2 of 3

1. Southstar Engineering and Consulting, Inc.	\$154,280.00
2. Cannon	\$262,448.00
3. Z&K Consultants, Inc.	\$264,264.00
4. GK & Associates	\$279,880.90
5. Pacifica Services, Inc.	\$376,373.00
6. PPM Group, Inc.	\$439,880.00

City staff has relayed that CM/CI support from an outside consultant is necessary to accomplish the construction phase of the project. This entails assuring contractor's work conforms to the project specifications and is accomplished by inspecting the contractor's work on a daily basis; by keeping a daily record of instructions and directions given to the contractor regarding plan and specification interpretation and any required change orders; coordinating with an independent testing lab any materials testing required by project specifications; by verifying quantities for payment on contractor's monthly pay request; and by coordinating construction activities with residents and utility companies. Based on the above-mentioned information, it is staff's recommendation to award the CM/CI based on demonstrating the ability to comply with the RFP to Cannon.

LEGAL REQUIREMENT

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

FISCAL IMPACT/FINANCING

Staff recommends awarding the contract for Construction Management and Inspection Services to Cannon for a not-to-exceed amount of \$262,448 payable from Account No. 111-8010-431.76-12.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL TO AWARD CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES FOR CIP 2021-01 SB1 CDBG STREET
RECONSTRUCTION PROJECT FY 2021-22**

April 5, 2022

Page 3 of 3

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

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Cannon PSA
2. GK and Associates, Pacifica Services, PPM Group, Southstar Engineering & Z&K Consultants' Proposal – Available at the City Clerk's Office



**PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21/22**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **5th day of April 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Cannon Corporation** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **April 5, 2022 to December 31, 2022**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement (**Ending December 31, 2022**). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$262,448** (hereinafter, the "Not-to-Exceed Fiscal Year Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Fiscal Year Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Fiscal Year Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION: CONSULTANT hereby designates **Hany Henein** 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 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 CONTRACTOR.

- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of 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 CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONTRACTOR'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 CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONTRACTOR'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 CONTRACTOR'S officers, employees, agents, or SUB-CONSULTANT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT and are not officials, officers,

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONSULTANT dual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONTRACTOR'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 CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

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

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

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY'S discovery that a statement representation or warranty by 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 CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

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

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all SUB-CONTRACTORS working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Cannon Corporation
1050 Southwood Drive
San Luis Obispo, CA 93401
Attn: Pat Riddell, PE
Office: (805) 544-7407
PatR@CannonCorp.us

CITY:

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

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

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

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

CANNON CORPORATION:

By: Ricardo Reyes
City Manager

Date: _____

By: Pat Riddell
Principal-in-Charge

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

CANNON CORPORATION



City of
Huntington Park

**Proposal for
Construction Management and
Inspection Services,
CIP 2021-01 SB1 CDBG Street
Reconstruction Project FY 21/22**

Cannon

Reliable Responsive Solutions

Table of Contents

- Section 1:** Firm Description
- Section 2:** Qualifications and Experience of Personnel
- Section 3:** Proposed Personnel
- Section 4:** References
- Appendix:** Project Understanding and Scope of Work
Acknowledgments

Subject: Construction Management & Inspection Services, CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22

Dear Mr. Roldan:

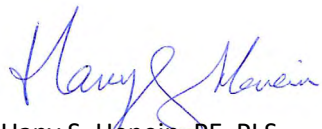
The City of Huntington Park (City) has the responsibility to provide and maintain critical and essential infrastructure within the City's limits. This roadway reconstruction project is a great opportunity for the City to partner with a Reliable Responsive resident engineer and construction management team to complete the work in a timely and cost-efficient manner.

The subject project is focused on asphalt pavement on Miles and Santa Fe Avenues. Improvements will include pedestrian safety and mobility enhancements, pedestrian ramp upgrades in compliance with current American with Disabilities (ADA) guidelines, striping, and removal and replacement of existing water and sewer service laterals.

Cannon's Construction Management Division shares a successful history of working on public improvement projects, including local street rehabilitation, ADA compliant ramps, and water and sewer facility upgrades and rehabilitations. Our team will provide the following services key to project success in support of the City's goals for this agreement:

- Construction management expertise on public works projects
- Established communication strategy
- Traffic control, safety, and convenience

Sincerely,



Hany S. Henein, PE, PLS
Senior Resident Engineer
16842 Von Karman Avenue, Irvine, CA 92606
☎ 949.683.1695 📠 714.655.8758
✉ HanyH@CannonCorp.us

These key considerations and others are further detail on page A-2 of the Appendix.

We understand that construction is currently scheduled to begin in May 2022 for a duration of 145 working days with an estimated construction cost of \$4 million. We will provide an experienced construction management team for your project scaled to the construction administration and inspection efforts needed. We can adjust to the Contractor's schedule demands given the time frame for completing the work. Additionally, our local team will provide work for this project from our Irvine office.

I, Patrick Riddell, PE have read, understood, and agreed to the statements in the City's request for proposal, and I acknowledge receipt of the addendum/ amendments, terms and conditions, and referenced attachments. The information submitted in the proposal is true and correct and valid for a period of 90 days from the submittal date. We enthusiastically submit this proposal to provide the services described in the scope of services and look forward to engaging in further discussions to serve the City of Huntington Park.



Patrick Riddell, PE
Director, Construction Management
1050 Southwood Drive, San Luis Obispo, CA 93401
☎ 805.544.7407 📠 805.503.4446
✉ PatR@CannonCorp.us

As a full-service construction management, inspection, engineering, and surveying firm, we take pride in our ability to offer clients a broad range of services. Our commitment to providing clients **Reliable Responsive Solutions**, whether the project scope is expansive or more specialized, spans 46 years. During this time, we have worked with many cities, counties, and agencies to maintain secure and dependable wastewater and water systems, make streets safer and more pedestrian and bicycle-friendly, and construct buildings and facilities that are structurally sound. Likewise, we are dedicated to providing a high level of technical expertise in areas of low impact development (LID) design. These characteristics have been an integral part of the capital improvement projects we have completed throughout California.

Our skilled construction management (CM) team includes construction managers, construction inspectors, resident engineers, office engineers, and funding administrators. We also provide technical support services for special inspections and materials testing.

Our team includes the following professionals:

- APWA Certified Public Infrastructure Inspectors
- Licensed Land Surveyors and Survey Technicians
- Registered Civil, Structural, Mechanical, and Electrical Engineers
- County-, State-, and Federal-Level Funding Administration Managers

In addition to managing and inspecting public works construction projects, many of our CM professionals have experience preparing engineering studies and plans, specifications, and cost estimates for public works projects throughout Southern, Central, and the Central Coast of California. Our office locations include Irvine, Los Angeles, Ventura, San Luis Obispo, Bakersfield, and Issaquah, Washington.

Cannon DIR Number: 1000001861

Familiarity with Grant Funded Projects

State and federally funded projects form a unique subset of public improvement projects that must comply with specific rules and laws in addition to those of the California Public Contracts Code, and others. Errors or deficiencies in following required procedures can mean loss of funding. Since a significant portion of construction management work Cannon provides is for state or federally funded projects, we are intimately familiar with the required methods and procedures to confirm compliance with the state requirements of the CDBG program. We also have added the expertise of Avant-Garde for this project. Avant-Garde's firm description is on the following page.

Experience Counts

Our multidisciplinary, in-house team offers expertise in the following areas that are critical to the success of the City's projects:



CM and Inspection



Drainage Improvements



CDBG Projects



Water Resource and Sanitary Sewer Rehabilitation



Utility Coordination



ADA Compliance and Sidewalk Improvements

List of Construction Management and Inspection Services

Pre-Construction Activities

- Construction Management Procedure Preparation
- Constructability Review
- Bid Preparation, Evaluation, and Administration
- Bid Analysis
- Contract Document Evaluation
- Pre-Construction Conference
- Project Budget Review/Preparation
- Baseline Schedule Analysis
- Storm Water Pollution Prevention Plan (SWPPP) Review
- Pre-Construction Submittal Reviews

Contract Administration

- Contract Management Plans
- Contract Change Management
- Construction Records and Procedures

Progress Documentation

- Weekly Progress Meetings
- Look Ahead Schedule
- Weekly Statement of Working Days
- Photo and Video Documentation
- Weekly/Monthly Progress Reports
- Daily Construction Reports

Quality Assurance

- Construction Inspection
- Special Inspection

- Contract Compliance Monitoring
- QA/QC Monitoring
- Independent Assurance Coordination
- Submittal Review
- Request for Information (RFI) Processing
- Construction Document Review

Coordination and Compliance

- Third Party Coordination
- Utility Coordination
- Environmental Compliance Assurance
- Storm Water Pollution Prevention Plan (SWPPP) Monitoring and Reporting
- Labor Compliance Programs
- Federal Funding Requirements

Materials

- Materials Expertise/Selection
- Materials Inspections and Records
- Compaction Records
- Sampling and Testing Records
- Hazardous Materials Management
- Construction Waste Monitoring

Surveying

- Quantity Surveys
- Horizontal and Vertical Control
- Construction Staking and Layout
- Grade Checking

Forensics

- Investigation
- Expert Witness

Cost Controls and Claims

- Payment Request Review
- Quantity Calculations
- Materials on Hand Payments
- Progress Payments
- Contract Change Order Management
- Extra Work/Adjustments of Compensation
- Retention/Deductions/Liquidated Damages
- Claims Review and Negotiations

Schedules

- CPM Scheduling
- CPM Baseline and Updates
- Time Impact Analysis

Project Closeout

- Final Payment
- Final Inspection of Work
- Punch Lists
- Substantial Completion and Contract Acceptance
- As-Built Record Drawings
- Final Documents and Construction Records
- Final Project Report(s)

Resource Capabilities



All project documents, drawings, contract change orders, contractor submittals, shop drawings, and correspondence will be maintained in electronic form and hard copy. Submittals, RFIs, and other documents will be maintained using PROCORE, a cloud-based project management software. We will maintain an “as current” basis, a record copy of all contracts, drawings, specifications, addenda, and change orders in good order.

Procore Technologies, Inc., is a leading provider of cloud-based applications that help construction firms manage risk and build quality projects, safely, on time, and within budget. Procore, headquartered in Carpinteria, California, has a diversified business model with products for Construction Project Management, Construction Financials, and Quality and Safety

Procore helps firms drastically increase project efficiency and accountability by streamlining and mobilizing project communications and documentation. This real time data and accessibility minimizes costly risks and delays—ultimately boosting profits.

Subconsultant

AVANT
GARDE

Grants
Compliance
Funding Management
Community Outreach

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies including the City of El Monte. Their years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. They are proud of their strong reputation in meeting aggressive schedules and their ability to multi-task to provide their clients specialized attention and service. Services offered by their firm include Grant Writing; Program Management; Funding Administration; Compliance Management including Labor Compliance; Construction Coordination; and Community Outreach. Advanced Avant-Garde Corporation, dba Avant-Garde, Inc., was incorporated in September 2002 and their corporate office from which services will be provided is located at 807 S. Lemon Ave, Diamond Bar, CA 91789. Avant-Garde is a 100% woman-owned California Corporation. Furthermore, Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise (MBE, WBE, DBE, SBE). The professional staff of Avant-Garde well understands the many ways that a single project may affect the entire organization as well as its desired growth and development. They use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to provide services that produce optimum results.

With their team of experts, Avant-Garde is committed to developing a working relationship that becomes a seamless extension of the City's staff. They have extensive experience in serving both major urban cities and small suburban municipalities with their success achieved through close attention to detail, emphasis on meeting the particular needs of each client and prompt delivery of products, studies and services.

Avant-Garde is currently providing the services requested in this RFP to several cities in urban Los Angeles County, including Los Angeles County METRO. Most agencies they serve have a long-standing relationship with us and trust their team to provide these services on upcoming construction projects. Their tenure with their clients provided a wide range of experience on projects, ranging from \$300,000 to \$431 million and as many as 38 contractors on one project. The diversity of their projects has introduced the team to an equally wide range of funding agency requirements and objectives as well as contractors and subcontractors, many of which have various degrees of experience with federal prevailing wage requirements and monitoring. Their team has been able to understand and respond to their needs with efficiency and effectiveness.



Construction Management and Inspection for Van Ness Avenue and 139th Street Improvements Project, Gardena, California



The Van Ness Avenue and 139th Street Improvements project is a major street rehabilitation project to improve pedestrian safety and traffic circulation for motorists. The work will also improve drainage patterns for the highway within its limits and create an ADA compliant highway.

The City of Gardena (City) selected Cannon to provide construction management and inspection services to assist in implementing the project. Improvements include replacing noncompliant ADA ramps; edge grinding; cold milling of the existing pavement with localized removal; replacing the existing asphalt/ structural section of the highway; repaving; removal and replacement of curb, gutter, and sidewalk; removal and replacement of trees; resetting valve boxes, manhole frames, and covers; and modifying striping and signals. The project also requires extensive coordination of traffic control and close coordination with emergency services, local agencies, utility companies, and the public in this high traffic location. Currently, project limits extend along Van Ness Avenue from 135th street to Marine Avenue and along 139th Street from Van Ness Avenue to Western Avenue.

Project Team:

- Hany Henein, PE, PLS - Project Manager
- Patrick Riddell, PE - Principal-in-Charge
- Jameson Farr - Construction Inspector
- Esther Lopez - Office Engineer

Completion: March 2022 (In Progress)

Construction Fee: \$110,523

Reference: Jose Espinoza, Engineering Technician, Public Works / 1700 West 162nd Street, Gardena, CA 90247 / ☎ 310.217.9568 ✉ jespinoza@cityofgardena.org

Construction Management and Inspection for Grover Beach CDBG Waterlines, Grove Beach, California



The City of Grover Beach was awarded a grant from the Community Development Block Grant Program (CDBG) to install various components relating to the City's existing water distribution lines. The existing water distribution lines had reached their useful life expectancy of 75 years and considered inadequate for continued public use. The undersized water mains were proposed for replacement with new PVC lines. In addition to the water main replacements, new valves, hydrants, water services, and other water distribution components are slated for installation to confirm a reliable continuous water supply for the City's residents. Cannon provided construction management and inspection services for the project. The scope included providing change order management and coordinating traffic control and materials testing.

Project Team:

- Patrick Riddell, PE - Project Manager

Completion: 2022 (In Progress)

Construction Fee: \$331,927

Reference: Erin Wiggin, CIP Project Manager / City of Grover Beach, 154 South 8th St., Grover Beach, CA 93433 / ☎ 805.473.4537 ✉ ewiggin@grover.org

Construction Management and Inspection for Street Repair and Rehabilitation Projects 2015-1 and 2, Grover Beach, California



The 2015-1 Street Rehabilitation and Repair Project and its 2015-2 extension phase were the first projects to be constructed with Measure K-14 revenue. Titled Measure K-14, the Grover Beach Street Rehabilitation and Safety Improvement Bond, was created to help decrease the current funding gap for public roadway repairs and to help improve safety for neighborhood crosswalks, drivers, pedestrians, and bicyclists.

Cannon was selected to provide Construction Management and Construction Inspection services for these local street projects. Improvements included full-depth reclamation and cement-treated base; pavement rehabilitation, replacement, and some reconstruction with both HMA and RHMA; new concrete curb, gutter, sidewalk, gross gutters, and driveways; new corner concrete ramp work to comply with the latest ADA requirements; water main replacements; gas and water valve well adjustments; sewer manhole and cleanout adjustments; and some final striping/pavement delineation. Cannon provided inspection services for the installation of new and replacement water mains and services throughout the project.

Project Team:

- Patrick Riddell, PE Project Manager
- Ron Tegland, Construction Inspector

Completion: 2018

Construction Fee: \$114,400

Reference: Erin Wiggin, CIP Project Manager / City of Grover Beach, 154 South 8th St., Grover Beach, CA 93433 / ☎ 805.473.4537 ✉ ewiggin@grover.org

Construction Management and Inspection for Sherwood Acres Backyard Sewer Replacements, Paso Robles, California



Due to aging infrastructure and increased frequency of high maintenance activity needed to keep the sewer system of Tract 67 (circa 1952) and Tract 172 (circa 1959) clear and functional, the City of Paso Robles (City) decided to proceed with a sewer replacement project to restore integrity to the system.

The City also wanted to significantly reduce the potential for sewer system overflows (SSOs), public health concerns, and costly fines. The City selected Cannon to provide construction management, inspection, materials testing, and professional engineering services to design approximately 5,000 linear feet of replacement sewer within the backyard easements of Tracts 67 and 172.

The scope of the project included replacement of approximately 5,000 linear feet of 6-inch diameter vitrified clay (VCP) gravity sewer pipe using trenchless construction methods within the backyard easements and alleyways of the 124 lots fronting the following streets: Santa Fe Ave., Santa Cruz Ave., Santa Ysabel Ave., Santa Ynez Ave., San Carlos Dr., San Augustin Dr., San Fernando Dr., Via Ramona Dr., and San Rafael Dr. The project also involved restoration of approximately 124 lateral connections to the new sewer lines and repair/replacement of approximately 20 sewer manholes and cleanouts.

Our team managed submittal and RFI reviews, contract change orders, and public outreach. We provided a detailed photographic documentation of the as-built condition of each sewer lateral connections for the City. Additionally, we assisted the City with a community outreach campaign to inform affected property owners of the sewer replacement process and to discuss roles and activities for completing the project.

Project Team:

- Patrick Riddell, PE Project Manager

Completion: 2019

Construction Fee: \$247,315

Reference: Ditas Esperanza, PE, Capital Projects Engineer / City of Paso Robles / 1000 Spring Street, Paso Robles, CA 93446 / ☎ 805.237.3861 ✉ DEsperanza@prcity.com

Construction Management and Inspection for Airport Pipeline Infrastructure Improvements, Paso Robles, California



The City of Paso Robles (City) saw significant development near the Municipal Airport area. To support this growth, the City identified replacement of existing sewer mains, a sewer lift station, and various potable and recycled water improvements. Cannon's scope included construction management, construction observation, and materials engineering, sampling and testing, including all electrical inspection and startup assistance.

The improvements were completed in two phases. Phase one consisted of demolishing and replacing Sewer Lift Station No. 6, around 3,500 LF of new sewer force main (some installed by HDD methods), more than 7,600 LF of new gravity sewer, more than 1,500 LF of new 16-in water main, and more than 5,600 LF of new 12-in recycled water. Phase one also included installation of generators and electrical upgrades at several other lift stations around the City. Phase II consisted of 6200 LF of new potable water main to improve circulation, water quality and fire protection to the commercial areas.

Project Team:

- Patrick Riddell, PE Project Manager
- Esther Lopez, Office Engineer

Completion: 2020

Construction Fee: \$165,481

Reference: Ditas Esperanza, PE, Capital Projects Engineer / City of Paso Robles / 1000 Spring Street, Paso Robles, CA 93446 / ☎ 805.237.3861 ✉ DEsperanza@prcity.com

Construction Management and Inspection for Carpinteria Avenue and Pedestrian Safety Improvements, Carpinteria, California



This project with the City of Carpinteria was designed to coincide with a separate project to refurbish the City's City Hall Building. Cannon was selected to provide construction management services for the pedestrian safety improvements project, involving upgrades to the existing sidewalks to include ADA access, a new vehicle entrance, and a vehicle pull out for safer short-term parking for pick-ups and drop-offs. Improvements included pedestrian accommodation for a future skate park facility proposed for construction adjacent to the City Hall. In addition, the project incorporated a tie-in to the existing bike path that approaches from the south side of City Hall, connects to the north side of the project, and allows pedestrians clear passage to the rest of the City's sidewalk network.

Following Tasks 1 and 2, the District issued an RFP for the design. Cannon was awarded the design contract and work began in June of 2015. The 90% submittal was completed and submitted in June 2016. Due to the amount of utility crossings and traffic volumes on Madera Road, the proposed 20-inch pipeline was installed via Horizontal Directional Drilling (HDD). The pipe material for this project was PVC with Fusible PVC for the HDD portions and for the restrained lengths of the open trench installation. The longest boring of HDD was designed for more than 2,800 feet. The design included topographic survey, utility research, structural design of piping on the bridge over the Arroyo Simi, design of the HDD pipe boring lengths, and coordination with Calleguas and end users.

Project Team:

- Patrick Riddell, PE - Principal-in-Charge

Completion: 2020

Construction Fee: \$59,992

Reference: John Ilasin, Public Works Director, City Engineer / 5775 Carpinteria Ave., Carpinteria, CA, 93013 / ☎ 805.684.5405 ✉ johni@ci.carpinteria.ca.us

Construction Management and Inspection for Oak Park Boulevard Rehabilitation Project, Grover Beach, California



Cannon provided construction management and inspection services on this project to rehabilitate of Oak Park Boulevard from the U.S. 101 to Grand Avenue.

A majority of Oak Park was rehabilitated using a full-depth reclamation process where the existing pavement was pulverized into the existing road base and subsurface material, mixed with cement and water to create a firm road base, graded, and repaved with Hot Mix Asphalt. Most curb ramps along this stretch of Oak Park and detector loops at Grand and El Camino Real were replaced as well. Other tasks included installation of 400 feet of new 12-inch water main at

Project Team:

- Patrick Riddell, PE Project Manager

Completion: 2017

Construction Fee: \$266,623

Reference: Gregory Ray, PE, Public Works Director / City of Grover Beach, 154 South 8th Street, Grover Beach, CA 93433 / ☎ 805.473.4520 ✉ gray@grover.org

Construction Management and Inspection for Well No. 2 Inspection Services, La Crescenta, California



Crescenta Valley Water District (CVWD) wanted to equip a 150 gpm well constructed in 1927. The project included installation of a Biological Nitrate Removal Treatment Plant with a carport type enclosure; operations building; a new electrical service connected to Glendale Water & Power; motor control center (MCC); well discharge line; sewer connection; storm drain; and construction of new site improvements including a retaining wall, fencing, and motorized gate.

CVWD selected Cannon to provide construction management services. The scope included weekly progress meetings with agendas and minutes; coordination with CVWD, the contractor, design engineer, and City of Glendale; keeping complete and organized construction files using ProCore; daily site observation/inspection with daily reports; review and response to RFIs; exhibits for design changes based on field conditions and CVWD's requested changes or additions; coordination of material testing; and management of contract change orders.

Project Team:

- Patrick Riddell, PE Principal-in-Charge
- Ronald Tegland, Inspector

Completion: 2019

Construction Fee: \$282,951

Reference: David Gould, PE, District Engineer / Crescenta Valley Water District / 2700 Foothill Blvd., La Crescenta, CA 91214 / ☎ 818.248.3925 ✉ dgould@cvwd.com

Street Rehab & Water Main Upgrade for Beechwood Ave, Louise Ave, and Nevada Ave, Lynwood, California

Avant-Garde monitored payment of prevailing wages, conducted site visits and interviews, monitored fund contributions, apprentice utilization and Section 3 compliance, and provided wage underpayment and restitution support services for this \$1.67 million project that commenced June 2018 and concluded in November 2018. Avant-Garde monitored a total of 9 contractors during our review period. Underpayments were discovered, and the violations corrected; restitution was issued to affected workers. This project was completed on time and within budget.

Completion: 2018
Construction Cost: \$1,671,000

Currently, Avant-Garde is providing labor compliance and/or funding administration services for more than 30 of Lynwood's various construction projects. Tasks include: attending pre-construction meetings to discuss federal prevailing wage requirements and postings; setting up and maintenance of Labor Standard Enforcement Files for primes and subcontractors; reviewing contractor's compliance with all state and federal required postings; conducting employee field interviews; reconciling weekly certified payroll reports and supporting documentation; identifying violations and investigating complaints of underpayment to workers; submitting and filing all required forms to appropriate parties; preparing investigative reports and backup if necessary; identifying labor deficiencies and preparing letters of findings; and notifying prime contractors in writing of any labor discrepancies or suspected violations and defining the corrective actions to be taken.

Division 20 Portal Widening Turnback, Los Angeles County Metro Transportation Authority, California

Avant-Garde is providing full labor compliance services including certified payroll review, preparing monthly reporting, and monitoring fund contributions and workforce utilization reports for the Prime and 27 subcontractors. Avant-Garde discovered minor wage underpayments and oversaw collection of restitution and support documentation from the prime and subcontractors. Avant-Garde has conducted on-site employee interviews. This project is not anticipated to close-out until January 2024.

Completion: August 2020 - January 2024
Construction Cost: \$431.7 Million

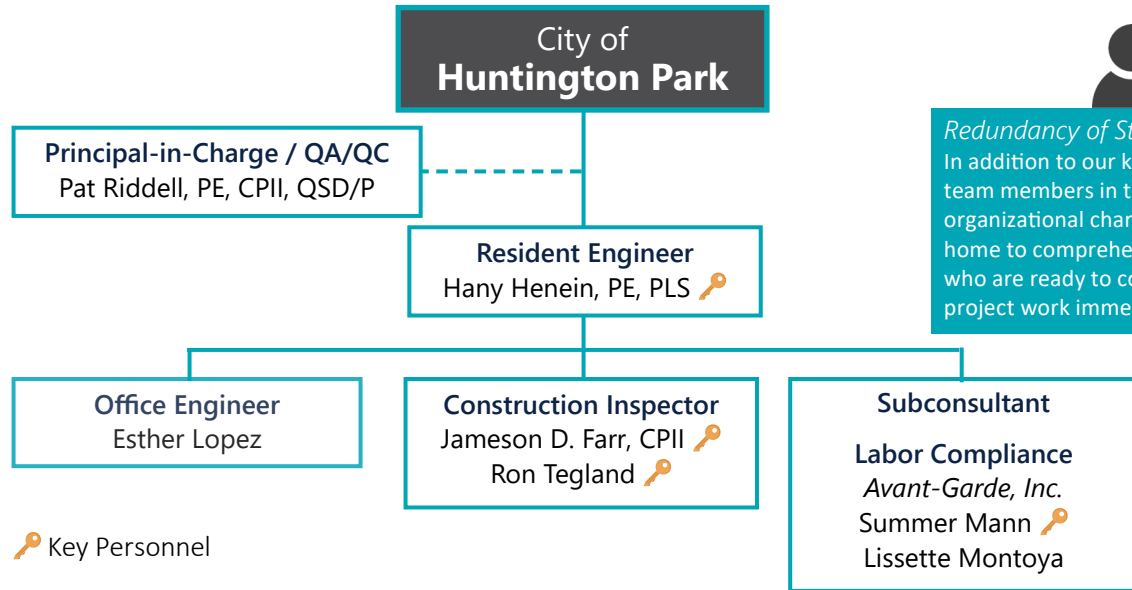


Construction Management and Inspection for Grover Beach CDBG Waterlines, Grove Beach, California

Organizational Chart

Our team of professionals includes the following:

- APWA CPII Certified Construction Inspectors
- Licensed Land Surveyors and Survey Technicians
- Qualified Stormwater Practitioners and Developers
- Federal, State, and Local Funding Administrators and Planners
- Caltrans Academy Resident Engineers, Construction Managers, Inspectors, and Administrators



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

Key Personnel	Education/Training	Registrations/Certifications
Hany Henein, PE, PLS (Irvine Office)	Bachelor of Science, Civil Engineering, Ain Shams University, Cairo, Egypt	<ul style="list-style-type: none"> Registered Civil Engineer and Land Surveyor, California, No. 33090
Jameson Farr, CPII (Irvine Office)	Palomar College	<ul style="list-style-type: none"> Certified Public Infrastructure Inspector, American Public Works Association OSHA- Certified Confined Space Entry, No. 130815 American Concrete Institute No. 01383421 Nuclear Gauge Operator, No. 17943 Flagger Training Completion California Test Method (CTM) Certifications: 105, 106, 125, 125AGG, 125PCC, 125AC, 201, 202, 206, 207, 216, 217, 226, 227, 231, 234, 301, 370, 375, 382, 504, 518, 533, 539, 540, 556, 557 First Aid/CPR Confined Space
Ron Tegland (San Luis Obispo Office)	Bachelor of Science, Development and Infrastructure, City Planning, University of Arizona, Tucson, Arizona	<ul style="list-style-type: none"> Confined Space Entry – OSHA, No. 149209 Caltrans Lane Closure System Flagger Certification First Aid/CPR Chevron Business Partner Safety Orientation (BPSO) Energy Overhead Power Lines (OPL) Energy Passport D41572 PASPX1313
Summer Mann (Pomona - Avant-Garde)	CA Prevailing Wage/Public Works Compliance Training, Center for Contract Compliance	<ul style="list-style-type: none"> CA LTAP Certificate of Completion - Labor Compliance Course 2021 Section 3 Final Rule Training

Hany S. Henein, PE, PLS Resident Engineer

Professional Registration

- Civil Engineer, and Land Surveyor, California, No. 33090

Education

- Bachelor of Science, Civil Engineering, Ain Shams University, Cairo, Egypt

Qualification Highlights

- Construction Management and Inspection Services
- Construction support services
- Hydraulic and hydrology
- Cost estimating
- CIP project design and management
- Conditions of approval
- Grant applications and project grant management
- Plan check reviews
- Building and land development inspections
- Analysis of land surveying

**Prior to Cannon*

Mr. Hany Henein, PE, PLS brings a wealth of knowledge to our team with 42 years of experience in construction management and inspection services, professional engineering, and land surveying, including management for capital improvement projects (CIP), design, and grant projects. He is familiar with standard construction practices, methods, materials, and equipment, while confirming compliance with regulatory standards, as well as project specifications. Specializing in streets, highways, and bridges, water resources and pump stations, hydraulic structures, and regional and state parks, he is proficient in analyzing land surveys, hydraulics, hydrology, and cost estimates. Mr. Henein has also been responsible for tasks, such as initiating and writing conditions of approval, providing plan check reviews, engineering counter staffing, and building and land development inspections.

He has worked with numerous agencies and municipalities throughout Southern California, including Bell Gardens, Montebello, Huntington Park, Baldwin Park, Lynwood, and El Monte. He has secured permitting through coordinating with agencies, such as Caltrans, local cities, Army Corps of Engineers, Regional Water Quality Control Board, Fish and Game, Coastal Commission, Air Quality Municipal District, and Department of Safety of Dams.

As Resident Engineer and Construction Manager, Mr. Henein plans and schedules project activities that include approving material; negotiating; and approving contract change orders; matching and dispatching project inspectors; responding to requests for information; monitored labor compliance; and secure environmental; regulatory, and other agencies permits.

Construction Management and Inspection for Van Ness Avenue and 139th Street Improvements Project, Gardena, California:

The Van Ness Avenue and 139th Street Improvements project is a major street rehabilitation project to improve pedestrian safety and traffic circulation for motorists. The work will also improve drainage patterns for the highway within its limits and create an ADA compliant highway. The City of Gardena (City) selected Cannon to provide construction management and inspection services to assist in implementing the project. Improvements include replacing noncompliant ADA ramps; edge grinding; cold milling of the existing pavement with localized removal; replacing the existing asphalt/ structural section of the highway; repaving; removal and replacement of curb, gutter, and sidewalk; removal and replacement of trees; resetting valve boxes, manhole frames, and covers; and modifying striping and signals. The project also requires extensive coordination of traffic control and close coordination with emergency services, local agencies, utility companies, and the public in this high traffic location. Currently, project limits extend along Van Ness Avenue from 135th street to Marine Avenue and along 139th Street from Van Ness Avenue to Western Avenue. Mr. Henein served as project manager for this project.

Mr. Henein served as Resident Engineer and Construction Manager on the following projects:

- Construction Management and Inspection Services, 178th Street Sewer Pump Station, Gardena, California
- Construction Management and Inspection Services for Corak Storm Drain Improvement Project, Baldwin Park, California*
- Washington Boulevard Rehabilitation and Pedestrian Improvement, Montebello, California*



Pat Riddell, PE, CPII, QSD/P Principal-in-Charge / QA/QC

Professional Registration

- Civil Engineer, California, No. 72034
- CPII Certified Public Infrastructure Inspector
- Qualified SWPPP Developer (QSD) C72034

Education

- Bachelor of Science, Environmental Engineering, California Polytechnic State University, San Luis Obispo, California
- Caltrans Resident Engineer Academy

Certification

- Lane Closure System - Caltrans

Professional Affiliations

- American Society of Civil Engineers
- American Public Works Association

As Principal-in-Charge/Construction Manager, Mr. Riddell provides direct support to Cannon's resident engineer and construction management staff, including direct supervision of the overall project construction administration, pre-construction meetings, shop drawing review, inspections, processing of pay requests, assessing and resolving unforeseen conditions during construction, monitoring of schedules and budgets, overseeing equipment and materials testing, reviewing record drawings and certifications for accuracy, and confirming that work is in conformance with the contract documents and permit conditions before final acceptance. He also participates in conferences and meetings; coordinates activities with community and regulatory agencies; reviews and/or recommends acceptance of pay requisitions submitted by contractors; investigates and provides recommendations on contractor claims, change orders, etc.; and works with the Resident Engineer in the resolution of issues if encountered.

Santa Lucia Road Pavement Rehabilitation, Atascadero, California: The City required the rehabilitation of 0.85-mile-long stretch of Santa Lucia Road that serves as one of the main connections to Highway 101. Cannon was selected to provide construction engineering services for this project, which consisted of localized dig outs, deep lift pave backs, as well as grinding and overlay work. The project included milling of the existing pavement with deep sections removal, minor drainage improvements including asphalt berm and culvert replacements to improve handling of storm water runoff. Mr. Pat Riddell was the project manager for this project.

Construction and Inspection Services, Union Road Repaving and Reconstruction Golden Hill to CA SR 46 East, Paso Robles, California: The Union Road Repaving and Reconstruction Project involved construction of approximately 2,700 linear feet of roadway improvements from the intersection of Golden Hill Road northeast along Union Road. Improvements, included a new ADA accessible corner ramp with raised textured concrete, new curb, gutter, and sidewalk, storm drain improvements, street repairs, including Hot Mix Asphalt (HMA) and Rubberized Hot Mix Asphalt (RHMA) widening and overlays, rock slope protection, and new striping to reconfigure travel lanes. Mr. Riddell served as project manager for this project.

Summary of Select Project Experience

Mr. Riddell serviced as Principal-in-Charge/Construction Manager on the following projects:

- Construction Management and Inspection for Van Ness Avenue and 139th Street Improvements Project, Gardena, California
- Construction Management and Inspection for Grover Beach CDBG Waterlines, Grove Beach, California
- Construction Management and Inspection for Street Repair and Rehabilitation Projects 2015-1 and 2, Grover Beach, California
- Construction Management and Inspection for Sherwood Acres Backyard Sewer Replacements, Paso Robles, California
- Construction Management and Inspection for Airport Pipeline Infrastructure Improvements, Paso Robles, California
- Construction Management and Inspection for Carpinteria Avenue and Pedestrian Safety Improvements, Carpinteria, California



Jameson D. Farr, CPII Construction Inspector

Licenses and Certifications

- Certified Public Infrastructure Inspector, American Public Works Association
- OSHA- Certified Confined Space Entry, No. 130815
- American Concrete Institute No. 01383421
- Nuclear Gauge Operator, No. 17943
- Flagger Training Completion
- California Test Method (CTM) Certifications: 105, 106, 125, 125AGG, 125PCC, 125AC, 201, 202, 206, 207, 216, 217, 226, 227, 231, 234, 301, 370, 375, 382, 504, 518, 533, 539, 540, 556, 557
- First Aid/CPR
- Confined Space

Education

- Palomar College
- Bakersfield College

Mr. Farr brings six years of experience in materials testing and construction inspection. His experience includes testing and construction inspection for Federal Emergency Management Agency (FEMA) flood repair, roadway and shoulder improvements, guardrail installation, and pedestrian paths. He is well-versed in the Caltrans and Green Book for Public Works specifications.

As Construction Inspector, Mr. Farr's responsibilities include inspection activities such as administering plans, specifications, and special provisions; confirming projects meet safety aspects; reviewing projects for errors and/or discrepancies; negotiating and implementing corrective actions; and providing engineering calculations. Other duties compose of providing project/program management activities; planning and scheduling projects, estimating and tracking costs, monitoring progress; keeping daily logs and reports; confirming quality control; preparing change orders; and interpreting, communicating and verifying that projects are in compliance with plans, as well as specifications and special provisions. He has also served as a liaison with the public in answering questions/explaining projects and resolving complaints.

Mr. Farr's materials lab experience includes collecting and testing various forms of aggregate including asphalt, Class II aggregate, soil for compaction tests, and concrete. Mr. Farr has a proven track record of providing project oversight that employs safety, accuracy, and project success.

Magic Mountain Pipeline Phase 6A Project, Santa Clarita Valley Water Agency, Santa Clarita, California: Cannon was selected to provide inspection services for the Magic Mountain Pipeline project. Phase 6A included a 42-inch diameter pipeline approximately 2,400 feet long, a 24-inch interconnection pipeline approximately 250 feet long, and three valve vaults. Phase 5 included a 42-inch diameter pipeline approximately 2,900 feet long. The construction inspection scope of work included inspection of various sizes of ductile iron pipe ranging from 8 inches to 30 inches, including accessories (valves, seals, etc.), as well as the vault construction comprised of concrete and rebar. Mr. Farr served as Construction Inspector.

Summary of Select Project Experience

Mr. Farr has served as construction inspector on the following projects:

- Construction Management and Inspection for Van Ness Avenue and 139th Street Improvements Project, Gardena, California
- Construction Management for Airport Pipeline Infrastructure, DPW 17-19A, City of Paso Robles, California
- Construction Management and Inspection Magic Mountain Pipeline Phase 4 & 5 Project, Santa Clarita Valley Water Agency, Santa Clarita, California
- Construction Inspections for Bradshaw Ion Exchange System, Golden State Water Company, Barstow, California
- Construction Management and Inspection, Vista Canyon Recycles Water Main Extension, Santa Clarita, California
- Construction Management and Inspection for Modjeska Park Underground Stormwater Detention and Infiltration System, Anaheim, California



Ron Tegland Construction Inspector

Certifications

- Confined Space Entry – OSHA, No. 149209
- Caltrans Lane Closure System
- Flagger Certification
- First Aid/CPR
- Chevron Business Partner Safety Orientation (BPSO)
- Energy Overhead Power Lines (OPL)
- Energy Passport D41572 PASPX1313

Education

- Bachelor of Science, Development and Infrastructure, City Planning, University of Arizona, Tucson, Arizona

As a Construction Manager, Mr. Tegland serves as the client's on-site representative. He provides coordination and oversight of the contractor to ensure plans and specifications are met and schedule and cost are maintained. He has extensive knowledge of pipeline installations, grading, and equipment and tank fabrication, and is safety-conscious, detailed-oriented, organized, and has a proven track record of successful project management.

Construction Management and Inspection Services for Well No. 2, Crescenta Valley Water District, La Crescenta, California:

Crescenta Valley Water District selected Cannon to provide construction management of the installation of the necessary facilities for Well No. 2. The scope of work included weekly progress meetings with agendas and minutes; coordination with CVWD, the contractor, design engineer, and City of Glendale; keeping complete and organized construction files using Procore; daily site observation/inspection with daily reports; review and response to RFIs; exhibits for design changes as needed based on field conditions and CVWD's requested changes or additions; coordination of material testing; and management of contract change orders (including review and analysis before presenting to CVWD). Mr. Tegland served as Construction Inspector.

Summary of Select Project Experience

Mr. Tegland has served as construction inspector, construction observer, or field technician on the following projects:

- Construction Management and Inspection for Street Repair and Rehabilitation Projects 2015-1 and 2, Grover Beach, California
- Construction Management and Inspection Services for Well No. 2, Crescenta Valley Water District, La Crescenta, California
- Construction Management Service for 8-inch Water Main, Crescenta Valley Water District, La Crescenta, California
- Camrosa Water Reclamation Facility Generator Fuel Tank, Camrosa Water District, Camarillo, California
- Reservoir 1B Communications Facility, Camrosa Water District, Camarillo, California
- Las Virgenes Municipal Water District Calleguas-Las Virgenes Interconnection Construction Management and Inspection Services, Calabasas, California
- Camrosa Water Reclamation Facility Chemical Feed System, Camrosa Water District, Camarillo, California
- Construction Management Services for Phase 2B Recycled Water Tank, Santa Clarita, California
- Construction Management Service for Pismo Beach Streetscape at Shell Beach Road, Pismo Beach, California
- Well 2 QC Inspection Services, Project E-956, Crescenta Valley Water District (CVWD), La Crescenta, California
- Construction Management Services for Guadalupe Community Center and Leroy Park Community Center Renovation, Guadalupe, California



Esther Lopez Office Engineer

Education

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

Software Skills

- Bluebeam Revu Extreme
- Auto CAD
- Adobe Acrobat
- Microsoft Suite
- Impact

Ms. Lopez demonstrates effective teamwork, communication, and management. She prepares project reports and reviews and references drawings. She has conducted rebar inspection, concrete inspection, and compaction inspections. Ms. Lopez has experience analyzing and compiling pay applications and change orders, she has transferred RFIs and submittals to database platforms for project team and client accessibility.

Shell Beach Road Streetscape Improvements Project and Rule 20 Utility Undergrounding, Pismo Beach, California: This project involved the construction of a multi-use path placed along the east side of Shell Beach Road, along the Caltrans right-of-way boundary, to connect the Shell Beach Elementary School to the Dinosaur Caves Park. Several other surface enhancements were needed, including ADA-compliant sidewalks and curb ramps, intersection bulb-outs for pedestrian safety and traffic calming, landscaping, streetscape furnishings and amenities, lighting, walls and fences, fresh pavement surfaces, new striping and markings, and public art displays. Cannon provided construction management, inspection, materials testing, and administrative services. Ms. Lopez served as Office Engineer.

Summary of Select Project Experience

Ms. Lopez has served as office engineer on the following projects:

- Construction Management and Inspection for Van Ness Avenue and 139th Street Improvements Project, Gardena, California
- Construction Management for Airport Pipeline Infrastructure, City of Paso Robles, California
- Construction and Inspection Services, Oak Park Boulevard Rehabilitation, Project – US Route 101 to Grand Avenue, Grover Beach, California
- Construction Management and Inspection Services, Sherwood Acres Backyard Sewer Replacements, Paso Robles, California
- Las Virgenes-Calleguas Interconnection Pipeline and ARHM Overlay, Las Virgenes Municipal Water District, Calabasas, California
- Construction Management Services for Main West Tank, Paso Robles, California
- Construction Management for Hwy 46 East Water Main Relocations, Lost Hill Utility District (LHUD), Lost Hills, California
- Construction Management and Inspection, Vista Canyon Recycles Water Main Extension, Santa Clarita, California
- Construction Management Services for Guadalupe Community Center and Leroy Park Community Center Renovation, Guadalupe, California



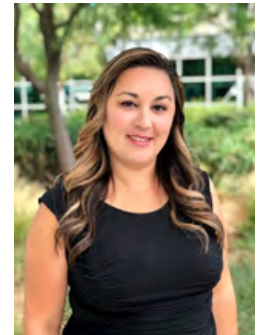
Years of Experience:

- 5+ years

Summer Mann, Program Coordinator

As a Program Coordinator, one of Ms. Mann's main responsibilities is providing labor compliance services. She has worked in conjunction with the project managers of the company and served as a liaison to provide support on various labor compliance projects.

Ms. Mann enforces labor compliance regulations by means of conducting on-site interviews of employees and calculations of prevailing wages appropriate for job classifications and duties in accordance with State or Federal labor laws. Ms. Mann also follows up with project contractors to ensure timely delivery of all required documents. Ms. Mann also monitors contracts to ensure that all applicable DBE and labor compliance requirements and mandates are adhered to, prepares correspondence, conducts desk audits of compliance documents and contractor submittals, prepares management reports, prepares non-compliance notices to effectuate contractor compliance and prepares close-out reports. In addition, she also assists in bid evaluations and participates at pre-bid and pre-construction conferences and/or meetings as needed to review contractor compliance obligations.



Education

- Master of Arts, Business Administration (in process), California State Polytechnic University, Pomona
- Bachelor of Science, Business Management, California State Polytechnic University, Pomona

Years of Experience:

- 20+ years

Lissette Montoya, Program Director

Ms. Montoya has more than 20 years of comprehensive expertise in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting City governments and contract administration. Ms. Montoya is the Vice-President and CFO of Avant-Garde. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City. Ms. Montoya directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Ms. Montoya has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses. Under her direction, our team has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over \$438 million in funding for government agencies.



Client Reference	Contact Information	Relevant Projects
City of Gardena 	Jose Espinoza, Engineering Technician, Public Works 1700 West 162nd Street Gardena, CA 90247 ☎ 310.217.9568 ✉ jespinoza@cityofgardena.org	<ul style="list-style-type: none"> • Construction Management and Inspection for Van Ness Avenue and 139th Street Improvements Project, Gardena, California
City of Grover Beach  	Erin Wiggin, CIP Project Manager City of Grover Beach 154 South Eighth Street Grover Beach, CA 93483 ☎ 805.473.4537 ✉ ewiggin@grover.org Gregory Ray, PE, Public Works Director City of Grover Beach 154 South Eighth Street Grover Beach, CA 93483 ☎ 805.473.44520 ✉ gray@grover.org	<ul style="list-style-type: none"> • Construction Management and Inspection for Grover Beach CDBG Waterlines, Grover Beach, California • Construction Management and Inspection for Street Repair and Rehabilitation Projects 2015-1 and 2, Grover Beach, California • Construction Management for Oak Park Boulevard Rehabilitation Project, Grover Beach, California
City of Paso Robles 	Ditas Esperanza, PE, Capital Projects City of Paso Robles, 1000 Spring Street Paso Robles, CA 93446 ☎ 805.237.3861 ✉ DEsperanza@prcity.com	<ul style="list-style-type: none"> • Construction Management and Inspection for Sherwood Acres Backyard Sewer Replacements, Paso Robles, California • Construction Management and Inspection of Airport Pipeline Infrastructure Improvements, Paso Robles, California
City of Carpinteria 	John Ilasin, Public Works Director, City Engineer 5775 Carpinteria Ave. Carpinteria, CA, 93013 ☎ 805.684.5405 ✉ johni@ci.carpinteria.ca.us	<ul style="list-style-type: none"> • Construction Management and Inspection for Carpinteria Avenue and Pedestrian Safety Improvements, Carpinteria, California
City of La Crescenta 	David Gould, PE, District Engineer Crescenta Valley Water District 2700 Foothill Blvd., La Crescenta, CA 91214 ☎ 818.248.3925 ✉ dgould@cvwd.com	<ul style="list-style-type: none"> • Construction Management and Inspection for Well No. 2 Inspection Services, La Crescenta, California



Appendix:

- Project Understanding
- Scope of Work
- Addenda Acknowledgment

Project Understanding and Scope of Work

Project Understanding

The City of Huntington Park (City) was awarded a grant from the Community Development Block Grant Program (CDBG) to upgrade and replace various components of the City's infrastructure system. This project will focus on roadway reconstruction of asphalt pavement on Miles Avenue and Santa Fe Avenue.

Improvements include pedestrian safety and mobility enhancements, upgrades to pedestrian ramps in compliance with the latest American with Disabilities (ADA) guidelines, striping, and removal and replacement of existing water and sewer service laterals. The project is subject to Greenbook standards, Public Contracting Code, and procurement requirements.

The Miles Avenue roadway work is located between Florence Avenue and 150-feet north of 57th Street. The Santa Fe Avenue work is located between Florence Avenue and 58th Street. We understand that construction is currently scheduled to begin in May 2022 for a duration of 145 working days, and the engineer's estimate for construction costs is \$ 4 million.

Cannon's construction management staff has direct experience on similar types of construction projects, including CDBG pipelines for the City of Huntington Park. We will provide the City qualified leadership through an experienced resident engineer and supporting team staff. We have reviewed the project plans and specifications, developed a detailed understanding of the project's overall goals and timing, and we fully understand the construction documentation and project monitoring requirements. Additionally, we have teamed with Avant-Garde, who will provide the required administration, monitoring, and confirm compliance with CDBG funded capital improvement project requirements .



Construction Management and Inspection for Van Ness Avenue and 139th Street Improvements Project, Gardena, California

Key Considerations

1 Construction Management Expertise

We offer the City expertise in construction management, inspection, and engineering; cost controls; schedule review; communication and documentation; weekly progress reporting; management of RFI's, submittals, change orders; potential claims management; and payment applications. Additionally, our team has recently managed the construction of similar domestic water infrastructure projects, and we are intimately familiar with the formats and procedures required to successfully manage and inspect the construction of the City's CDBG-funded infrastructure project. Read more about our project experience on page 4.

2 Construction Schedule and Budget

A properly managed schedule is instrumental in maintaining project progress and establishing a common basis on which time and cost issues, as well as disputes, may be negotiated. We will use critical path method (CPM) scheduling to review the contractor's construction schedule and confirm successful implementation of the construction project. Through analysis of the CPM schedule, we can assess project progress. This careful analysis may present opportunities for cost savings as well as opportunities to shorten the overall construction schedule.

3 Technical Expertise

Knowledge and experience in the design, construction, and sequencing of water mains, valves, hydrants, associated water services, and sewer lines are critical prerequisites for the construction management team responsible for overseeing the effective construction of this project. In addition to our detailed familiarity with the project plans and specifications, the construction management team must have a thorough understanding and background using applicable provisions, City of Huntington Park Standard Plans and Specifications, Standard Specifications for Public Works Construction (Greenbook), AWWA standards, California Building Code, and Universal Product Code (UPC), the Manual on Uniform Traffic Control Devices (MUTCD) and have a solid understanding of the overall project work involved. Cannon's in-house construction management team has the resources to address each aspect of the construction management and inspection work.

4 Funding Requirements

The City received an allocation of grant funds for construction from the state CDBG programs to install various components of the City's existing infrastructure. State and Federally funded projects form a unique subset of public improvement projects that must comply with specific rules and laws in addition to those of the California Public Contracts Code. Errors or deficiencies in following required procedures can mean loss of funding. Since a significant portion of construction management work is for state or federally funded projects, we have teamed with Avant-Garde to oversee CDBG projects. They are intimately familiar with the required methods and procedures to confirm compliance with the state requirements of the CDBG program.

5 Communication Strategy

Communication is essential to avoid or resolve problems that may be encountered during a project. Understanding our role in relation to the roles of the City's designated Project Manager will be a top priority. We will develop clear and concise procedures for communication that will expedite and facilitate project work. Thereby, we confirm that information is available to the construction team in the shortest possible time.

Effective communication is the foundation of good relations. In collaboration with the City, we will implement and confirm compliance with established records management procedures for recording and distributing project documents. The more complete the documentation, the more effective the resolution of any problems that may arise. In addition, this information can be used to avoid claims if the evidence is sufficient and clear. Written correspondence and notes are of the highest importance.

6 Traffic Control, Public Safety, and Convenience

With most of the project improvements being located on residential streets and/or highways, the construction has potential to disrupt the public. Access must be maintained to driveways, mailboxes, and pathways. Special consideration and coordination will need to focus on the Miles Ave. and S. Santa Fe Street work near the Huntington Park Elementary School. Special working hour restrictions should be considered for these locations, and traffic control plans will be closely reviewed to confirm access to the school and that circulation on the arterial is maintained. Additionally, we will implement the

latest Edition of Cal Trans MUCTD smooth traffic circulation and access to businesses and residents.

Our team will be responsible for confirming the contractor provides a clean and safe project site, and that work is scheduled to limit the inconvenience to the residents, City's water department customers, and the public. Traffic control, access, and public safety are of paramount importance. We always work closely with the contractor to confirm that public disruptions and inconveniences are kept to a minimum. We understand the importance of coordinating construction work with affected agencies, including both the City Staff and other public safety, fire, and transportation department operating within the City limits.

7 Maintaining Water and Sewer Service

The purpose of this project is to improve water and sewer reliability and reduce unscheduled interruptions to the City's clients. Considering this, we also want to reduce water service disruptions during construction, particularly during tie-ins and water service switch overs. This will require advance planning by the engineer, careful implementation by the contractor, and close coordination with City Water Operators and the construction management (CM) team. Having worked through numerous water connection cutovers on a variety of projects, our team will begin coordination discussions early in the project to anticipate problems and develop solutions with involved parties. Testing, flushing, disinfection, and customer notifications are factors that need to be considered. We are very aware that City Water System Operators are essential for project success. Some of the issues we have encountered in the past, including on past projects in Huntington Park, have involved the following:

- Existing water meters located in compromised locations for meter reading or planned roadway/sidewalk improvements.
- Existing water meters called to be left in service that are undersized for the new service lateral.
- Heavily corroded customer-side services that are difficult to connect to and disintegrate when worked on.
- Shallow sewer laterals that interfere with the new waterline alignment or cause water-sewer separation challenges.

- Existing water valves that cannot be fully closed to isolate sections of existing pipelines for tie-ins.

Additionally, we are trained in sewage spillage prevention and know how to handle it if it happens. While all these issues present challenges, they can be overcome if anticipated and prepared for by an experienced CM team. Our team has encountered and overcome these and other challenges over the course of many water and sewer lines improvement projects.

8 Utility Locating

Prior to beginning construction of permanent underground improvements, the contractor is required to locate and identify the horizontal and vertical location of existing utilities affecting the work. This is essential for safety, identifying discrepancies between the plans and actual conditions prior to mobilization, and identifying the possibility of right-of-way delays. Enforcing this requirement at the pre-construction meeting will allow the information to be provided to the engineer in a timely manner. This will allow changes to be made with reduced disruption and/or cost impacts.

9 Restoration of Roads and Sidewalks

After underground utility construction is complete, attention must be made to restoring the existing surface improvements, including road pavement, curbs, gutters, and sidewalks. Cannon's CM team is experienced in inspecting and managing roadway improvements and HMA paving. We will confirm the contractor saw cuts existing pavement cleanly, concrete flatwork is removed at score lines or expansion joints, temporary surfacing is maintained in a good condition, repairs are performed per the special provisions and standard details, HMA is properly placed and compacted, and restoration limits and quantities are verified.

Scope of Work

1. Pre-Construction

Task 1.1 Contract Document Review, Pre-construction Site Photos and Video

Our construction management team will thoroughly review plans, specifications, related reports, and documents pertinent to administering the construction of the project. In addition to facilitating our understanding of scope and sequencing of the project, it will allow us to determine areas that may present challenges during construction. As part of our preliminary review, we will document existing site conditions, in detail, including site photos and video.

Task 1.2 Document Control Procedures, Coordination with Huntington Park City Staff

We will establish a working relationship with City staff to implement procedures for the efficient processing and management of the project documents. Preliminary work items will be identified and coordinated at this time, including discussions regarding long lead time items or submittals, critical water main shut down procedures, required permits and customer notifications, and other documents or discussions pertinent for the contractor's successful execution of the contract work.

Task 1.3 Pre-Construction Meeting

We will prepare for and attend a Pre-Construction meeting with the contractor and stakeholders, including City staff and utility representatives.

Task 1.4 Preliminary Utility Coordination

We will provide preliminary utility research and coordination early in the project construction process. Once the contractor calls for the Underground Service Alert (USA), we will review marked utility locations in the field and compare against the locations shown on the plans. This will allow us to identify if conflicts exist or if additional utility coordination or investigations are necessary.

We will confirm the contractor also begins coordination with utilities providers early to confirm timely service connections and/ or relocations, as necessary. Successful utility coordination begins early in the project and continues through the duration of the contract.

2. Construction

Task 2.1 On-Site Construction Management and Inspection

During observation and monitoring of the quality of the construction work, we will complete the following tasks:

- Maintain on-site project reports for inspections, observations, and construction activities. Daily reports will contain a record of weather, on-site work, names and labor categories of workers, list of equipment, problems encountered, solutions agreed upon, and other similar relevant data as the City may require.
- Maintain photo and video record of construction progress.
- Monitor construction activities to see that elements of project are furnished, installed, and constructed per contract documents. Prepare required notices of non-conformance when materials, construction installation processes, or quality of work do not meet the requirements of the contract. Notices will be issued to the contractor stating the nature of the deviation and requiring the contractor to perform corrective action. Non-compliance issues will be documented with photographs and in writing.
- File appropriate reports.
- Oversee quality assurance testing.
- Complete inspections and coordinate necessary special inspections with the contractor.
- Monitor contractor's work and recommend special testing, as needed.
- Witness necessary testing, including water main pressure testing, disinfection, and bac-T testing, per requirements of AWWA and City Standards. Coordinate with the City for shutdowns and operation of water valves.
- Review storm water best management practices (BMPs) for compliance with the approved Water Pollution Control Plan (WPCP).

Task 2.2 Scheduling and Progress Meetings

We will coordinate, review, and work with the City in approving the contractor's proposed schedule for the completion of the project. We will also review the contractor's baseline schedule and weekly look-ahead schedules for

conformance with the master schedule and contract documents. In addition, we will prepare and distribute Weekly Statement of Working Day reports to maintain an accurate and current record of contract time. We will facilitate and lead regular progress meetings with the contractor and City staff, prepare meeting agendas, and distribute meeting minutes.

Task 2.3 Change Order Management

Under direction from City, we will negotiate and coordinate the implementation of contract change orders during the construction process. We will compile change order supporting documentation, such as inspection reports, test reports, drawings, sketches, photographs, and other required materials. We will review and evaluate the appropriateness of proposed change orders; advise the City as to their effect on the contract time and cost; provide independent estimates of the proposed change order work when necessary; and make recommendations to the City for approval or denial.

Task 2.4 Requests for Information (RFIs)

We will maintain a log of contractor RFIs, and we will review, coordinate, and respond to RFI's. When appropriate, we will provide the contractor and/or the City recommendations, suggestions, and alternatives.

Task 2.5 Submittal Management

We will receive from the contractor specified submittals and operations and maintenance (O&M) manuals, transmit these to design engineer for review, maintain a log, and manage shop drawings and sample/submittal review process to confirm the following:

- Short-term look-ahead schedules contain critical submittal dates, and the logs reflect the same.
- Submittals are reviewed in accordance with the contract documents and returned to the contractor.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- Copy of submittals is maintained in the file.

After the review, we will return submittal to the contractor, forward a copy to the City, and include a copy in the project files.

Task 2.6 Weekly Resident Engineer Report

We will provide weekly updates to the City detailing work completed during the previous week as well as current project budget and schedule.

Task 2.7 Progress Pay Estimates

We will assist the City in evaluation of contractor's pay applications. We will verify that the quantities claimed are true and accurate using field measurements, materials tickets, extra work reports, and visual confirmation. We will prepare quantity calculation sheets for each bid item for inclusion in the project records or verify against submitted schedule of values.

Task 2.8 Safety Program and Traffic Control Plan

We will monitor the contractor's on-site safety program and compliance with the approved traffic control plan and Cal-OSHA Construction Safety Orders. We will work closely with the contractor to confirm traffic control requirements are met and necessary traffic control for work within the City right-of-way is maintained in a safe and effective manner. Given that most of the water main replacement work is within residential neighborhoods, we understand that public safety and convenience will be paramount, including driveway access and clear detours around or through the areas of work. Traffic Control Plans and working hours for the portions of the work on Grand Ave and adjacent to Huntington Park Elementary School will be closely reviewed and thoroughly monitored.

Task 2.9 Project Records

We will establish and implement procedures for review and processing of project documentation. To confirm that records are organized, complete, and will allow for ease of document retrieval, we will set up project binders and electronic files following procedures outlined in Chapter 5 of the Caltrans Construction Manual. As a matter of practice, we follow methods of record keeping outlined in the Caltrans Construction Manual, however, we will incorporate City required policies as needed.

Task 2.10 Materials Testing

We will review the materials testing results, which will be provided by the contractor's material lab, and we will maintain detailed logs and records of the performed tests. Following our review, we will recommend acceptance of work if it is in general compliance of the contract documents, or we will recommend remedial actions if needed to correct unacceptable portions the work.

3. Post Construction

Task 3.1 Final Inspection, Start-up Testing, Facility Commissioning, and Punch List

We will compile detailed punch lists in coordination with the project engineer and City staff. We will oversee the completion of punch list items and final clean-up before the contractor moves off-site.

Task 3.2 Coordinate Close-Out and Submittal of Final Documents

We will monitor the contractor's and subcontractor's progress to finalize and submit project records and documents. We will obtain record drawings, contract required documents, lien releases, written warranties, and O&M manuals (if applicable) and forward to the City for inclusion in the project files. We will coordinate with the contractor in compiling a final set of as-built drawings that will be provided to the City for use by the design engineer in preparing final record drawing. We will provide a final material testing report and certify the results of tests and that materials incorporated into the project work conform with the approved plans and specifications.

Task 3.3 Final Payment

We will evaluate contractor's final payment application, resolve any outstanding matters, and provide approval and recommendation for final payment.

Schedule - (As it relates to proposed CM and Inspection scope of services)

Phase 1. Pre-Construction	April 2022
Phase 2. Construction	May 2022 through December 2022
Phase 3. Post Construction	January 2023



Construction Management and Inspection for Van Ness Avenue and 139th Street Improvements Project, Gardena, California


SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21-22
PROJECT NO.: 2021-01

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

Statement of Bidder Acknowledgment

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

Cannon Corporation
Contractor Name


Signature

March 29, 2022
Date

Director, Construction Management Division
Title

Hereby acknowledge receipt of Addendum No. 1 to SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21-22 PROJECT NO.: 2021-01 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21-22
PROJECT NO.: 2021-01

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

Statement of Bidder Acknowledgment

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

Cannon Corporation
Contractor Name


Signature

March 29, 2022
Date

Director, Construction Management Division
Title

Hereby acknowledge receipt of Addendum No. 2 to SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21-22 PROJECT NO.: 2021-01 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

CITY OF HUNTINGTON PARK

Answers to Request for Information (RFI) No. 1

Request for Proposal & Notice Inviting Bid CIP 2017-03 ATP Cycle 3

The following questions were posed by individuals interested in the Request for Proposal (RFP) and Notice Inviting Bid (NIB) for the CIP 2017-03 ATP Cycle 3. Answers to the questions are highlighted in yellow.

1. Since this project is federally funded, what is the minimum DBE commitment required?

Project not federally funded. No DBE requirement.

Answers to RFI No. 1 shall hereby be made a part of the RFP/NIB and supersede, replace, and/or amend the provisions included in the original RFP and contract specifications in the NIB.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive.


Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

Cannon Corporation
Company Name

March 29, 2022
Date

Patrick Riddell, PE
Print Name


Signature

Answers to RFI No. 1 shall hereby be made a part of the RFP and supersede, replace, and/or amend the provisions included in the original RFP.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive.


Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

Cannon Corporation
Company Name


March 29, 2022
Date

Patrick Riddell, PE
Print Name


Signature

End of Request for Information No. 1

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

By: 
Cesar Roldan, Director of Public Works

Date: 3/21/2022

Reliable
Responsive
Solutions



Cannon

16842 Von Karman Ave., Suite 150
Irvine, CA 92606
949.753.8111



2022-2024 Rates Range

Bill Rate Ranges
Subject to change

Assistant Resident Engineer	\$ 135 - \$ 163
Associate Engineer	\$ 140 - \$ 195
Associate Landscape Architect	\$ 145 - \$ 170
Associate Planner	\$ 140 - \$ 173
Automation Design/Project Engineer	\$ 115 - \$ 152
Automation Specialist	\$ 135 - \$ 160
Automation Technician	\$ 95 - \$ 120
CAD Tech	\$ 85 - \$ 110
CAD Manager	\$ 100 - \$ 130
Construction Inspector I - III	\$ 110 - \$ 142
Construction Manager	\$ 155 - \$ 180
Controller	\$ 70 - \$ 116
Design Engineer	\$ 110 - \$ 153
Director	\$ 180 - \$ 235
Engineer Tech	\$ 98 - \$ 117
Engineering Assistant I - II	\$ 80 - \$ 113
Engineering Manager	\$ 210 - \$ 250
Grant Funding Manager I - II	\$ 130 - \$ 171
I&E Services Coordinator	\$ 80 - \$ 105
Information Systems Admin/Manager	\$ 75 - \$ 121
Land Surveyor I - V	\$ 150 - \$ 207
Landscape Architect	\$ 105 - \$ 125
Landscape Designer I - II	\$ 80 - \$ 123
Lead Automation Specialist	\$ 147 - \$ 175
Lead Automation Technician	\$ 105 - \$ 140
Lead Designer	\$ 100 - \$ 144
Marketing Manager / Director	\$ 125 - \$ 158
Office Engineer / Construction I - III	\$ 98 - \$ 135
Plan Check Engineer I - III	\$ 120 - \$ 188
Planner I - III	\$ 83 - \$ 125
Planning Assistant I	\$ 55 - \$ 74
Principal Construction Engineer	\$ 185 - \$ 205
Principal Designer	\$ 110 - \$ 157
Principal Engineer	\$ 170 - \$ 218

Project Designer	\$ 83 - \$ 139
Project Engineer	\$ 120 - \$ 167
Project Manager / Sr. Principal	\$ 195 - \$ 231
Resident Engineer	\$ 155 - \$ 193
Sr. Associate Engineer	\$ 150 - \$ 210
Sr. Automation Specialist	\$ 163 - \$ 190
Sr. Automation Technician	\$ 126 - \$ 155
Sr. CAD Tech	\$ 90 - \$ 120
Sr. Construction Manager	\$ 180 - \$ 210
Sr. Consultant / Principal-in-Charge	\$ 185 - \$ 285
Sr. Land Surveyor	\$ 171 - \$ 232
Sr. Landscape Architect	\$ 153 - \$ 185
Sr. Plan Check Engineer	\$ 130 - \$ 188
Sr. Planner	\$ 153 - \$ 185
Sr. Principal Designer	\$ 110 - \$ 162
Sr. Principal Engineer	\$ 180 - \$ 260
Sr. Project Designer	\$ 105 - \$ 152
Sr. Project Engineer	\$ 130 - \$ 180
Sr. Project Manager	\$ 190 - \$ 245
Sr. Resident Engineer	\$ 172 - \$ 205
Structures Representative	\$ 165 - \$ 191
Survey Manager	\$ 195 - \$ 255
Survey Technician I - VI	\$ 105 - \$ 188
Technical Writer I - IV	\$ 90 - \$ 145

Survey Crew Rates - Regular

One-Man Field	\$ 180 - \$ 197
Two-Man Field	\$ 255 - \$ 279
Three-Man Field	\$ 335 - \$ 366
Two-Man - HDS	\$ 295 - \$ 322

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 230 - \$ 247
Two-Man Field	\$ 305 - \$ 329
Three-Man Field	\$ 435 - \$ 450

Electrical - Prevailing Wage

Electrician	\$ 110 - \$ 194
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CM - Prevailing Wage

BCI Construction Inspector	\$ 145 - \$ 165
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Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Other Direct Charges

Black Line Plots	\$2.00 per page
Outside Reproduction	Cost + 15%
Automation & Electrical Materials	Cost + 15% (+tax)
Subconsultant Fees	Cost + 5%

Color Plots	\$5.00 per page
Travel and Related Subsistence	Cost + 15%
Standard Mileage Rate	IRS Rate per mile
Airplane Mileage Rate	GSA Rate per mile

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates and on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.).

The stated rates are subject to change, typically on

an annual basis.



City of Huntington Park
Construction Management Inspection Services
CIP 2021-01 SB1 CDBG Street Reconstruction Project

Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
805.544.7407

			2022												2023												Total	
Role	Name	Rate	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Estimated Hours	Estimated Cost
Pre-Construction																												
Principal in Charge	Patrick Riddell, PE	\$ 193.00				2																					2	\$ 386
Resident Engineer/Project Manager	Hany Henein, PE, PLS	\$ 185.00				8																					8	\$ 1,480
Construction Inspector	Jameson Farr/RonTegland	\$ 125.00				4																					4	\$ 500
Office Engineer	Esther Lopez, EIT	\$ 102.00				4																					4	\$ 408
Construction																												
Principal in Charge	Patrick Riddell, PE	\$ 193.00					10	8	8	8	8	8	8														58	\$ 11,194
Resident Engineer/Project Manager	Hany Henein, PE, PLS	\$ 185.00					60	56	60	60	56	56	52														400	\$ 74,000
Construction Inspector	Jameson Farr/RonTegland	\$ 125.00					176	168	176	176	168	176	160														1200	\$ 150,000
Office Engineer	Esther Lopez, EIT	\$ 102.00					12	8	12	12	8	12	8														72	\$ 7,344
Post Construction																												
Principal in Charge	Patrick Riddell, PE	\$ 193.00												8													8	\$ 1,544
Resident Engineer/Project Manager	Hany Henein, PE, PLS	\$ 185.00												32													32	\$ 5,920
Construction Inspector	Jameson Farr/RonTegland	\$ 125.00												48													48	\$ 6,000
Office Engineer	Esther Lopez, EIT	\$ 102.00												36													36	\$ 3,672
Total Estimated Hours						18	258	240	256	256	240	252	228	124													1872	\$ 262,448

This fee schedule is based on a duration of 145 working days. If the project will exceed its duration, the extra time will be billed on T&M basis.
Any overtime work will have to be pre-authorized by the City and shall be billed seperately based on T&M basis.

Based on project plans and specifications, the City through its Contractor will handle any and all the survey work and the material testing for this project

Attachment 2

GK and Associates, Pacifica Services, PPM Group,
Southstar Engineering & Z&K Consultants
Proposals available at the City Clerk's Office



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 5, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD LABOR COMPLIANCE PROFESSIONAL SERVICES AGREEMENT OF CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the contract for labor compliance services to Pacifica Services, Inc. for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 for a not-to-exceed amount of \$32,225 payable from Account No. 221-8010-431.76-12; and
2. Authorize the City Manager to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council Meeting of February 15, 2022, the City Council authorized staff to solicit proposals for labor compliance services as part of the oversight of CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 (Project). The project encompasses pavement resurfacing 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

On February 18, 2022, the City Clerk's Office published the RFP in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media. The City solicited proposals from qualified firms and the date to submit proposals was March 16, 2022. The City received three (3) proposals.

- | | |
|---------------------------------------|-------------|
| 1. GCAP Services, Inc.: | \$20,433.46 |
| 2. Pacifica Services, Inc.: | \$32,225.00 |
| 3. Michael Baker International, Inc.: | \$33,000.00 |

CONSIDERATION AND APPROVAL TO AWARD LABOR COMPLIANCE PROFESSIONAL SERVICES AGREEMENT OF CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22

April 5, 2022

Page 2 of 3

In all projects in which federal funds are awarded that trigger Davis Bacon Related Act (DBRA) compliance, the City must designate a Labor Compliance Specialist to monitor compliance and take responsibility for enforcement of HUD grant regulations. City staff has relayed that federal labor standard provisions apply to construction work financed with Community Development Block Grant (CDBG) funds at the pre-bid meeting held on March 15, 2022.

The labor compliance officer will provide pre-bid assistance to City staff in preparing related documents to ensure compliance with federal, state and the City's regulations. Consultant will attend weekly meetings with the contractor and their subcontractors, review certified payroll records and other related documents; conduct interviews, and prepare reports as necessary to conform to the federal CDBG requirements. Labor compliance support from an outside consultant is necessary to ensure federal compliance. Based on the review of the submitted proposals, staff recommends to award the labor compliance contract to Pacifica Services, Inc.

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 Davis-Bacon Act (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) is triggered when construction work over \$2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area. City is awarding Pacifica Services, Inc. with the professional services agreement based on demonstrating competence and qualifications for this type of service.

FISCAL IMPACT/FINANCING

Staff recommends awarding the labor compliance professional services agreement to Pacifica Services, Inc. for a not-to-exceed amount of \$32,225 payable from Account No. 221-8010-431.76-12 and authorize the City Manager to execute the professional services agreement.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO AWARD LABOR COMPLIANCE
PROFESSIONAL SERVICES AGREEMENT OF CIP 2021-01 SB1 CDBG STREET
RECONSTRUCTION PROJECT FY 2021-22**

April 5, 2022

Page 3 of 3



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Pacifica Services, Inc. PSA
2. Proposals



**PROFESSIONAL SERVICES AGREEMENT
LABOR COMPLIANCE
CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **5th day of April 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Pacifica Services, Inc.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **April 5, 2022 to December 31, 2022**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement (**Ending December 31, 2022**). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services **Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$32,225** (hereinafter, the "Not-to-Exceed Fiscal Year Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Fiscal Year Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Fiscal Year Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks

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

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

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION: CONSULTANT hereby designates **Jeffrey Camacho** 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 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 CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

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

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of 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 CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

III. INSURANCE

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

Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONSULTANT dual liability.

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

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'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 CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONSULTANT shall also provide CITY with certified copies of

all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY'S discovery that a statement representation or warranty by 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 CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or

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

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

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

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all SUB-CONTRACTORS working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the

respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Pacifica Services, Inc.
106 South Mentor Avenue, Suite 200
Pasadena, CA 91106
Attn: Yvette Kirrin, P.E.
Office: (626) 405-0131
jcamacho@pacificaservices.com

CITY:

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

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not SUB-CONSULTANT any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONSULTANT in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

PACIFICA SERVICES, INC.:

By: Ricardo Reyes
City Manager

By: Jeffrey Camacho
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT “A”

SCOPE OF WORK

PACIFICA SERVICES, INC.

Pacifica Services, Inc.



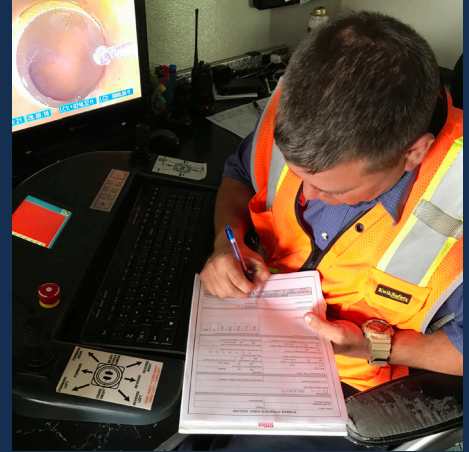
Loyalty. Commitment. Excellence.



Construction Management &
Inspections



Project Management



Labor Compliance & PLA
Services



Proposal to Provide Labor Compliance Services for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22

MARCH 16, 2022



Pacifica Services, Inc.

March 16, 2022

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

Re: Proposal to provide Labor Compliance Services for the CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22

To Mr. Roldan and Members of the Selection Committee,

Pacifica Services, Inc. (Pacifica) is pleased to provide the City of Huntington Park (City) with our proposal to provide Labor Compliance Services for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22.

Pacifica is a privately owned Hispanic business headquartered in Pasadena, California, providing full-service Labor Compliance, Construction Management, Inspections, Project Management Planning, Program Management and Construction Support Services in various disciplines. Over the past 10 years, Pacifica has provided labor compliance services to a number of municipalities and agencies in Southern California, including the Cities of Long Beach, Cudahy, Inglewood, El Monte, South El Monte, the Los Angeles Community College District, California High Speed Rail Authority and Anaheim Transit Network.

The project will be led by Marjorie Gayle, an accomplished Human Resources Consultant specializing in Labor Compliance for Public Works construction since 2006. She has worked extensively with sub-contractors and is able to identify what areas they don't understand so she can help them correct labor compliance deficient submittals. Marjorie will be supported by two members of our labor compliance team—Matthew Ibaven and Edith Bolanos. Matthew and Edith both have more than 15 years' experience and are especially proficient with providing labor compliance services for public works projects.

As the Senior Vice President, I am authorized to represent Pacifica. My contact information is:

Jeffrey Camacho, Senior Vice President
Pacifica Services, Inc.
106 South Mentor Avenue, Suite 200
Pasadena, CA 91106
T: (626) 405-0131 E: jcamacho@pacificaservices.com

Pacifica has never submitted false claims, has never been debarred and has no civil litigation to report. I have read, understood and agreed to all of the statements in this request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions and attachments referenced.

We are excited to demonstrate our expertise, experience, and commitment to Huntington Park. We believe that our qualifications and proven success providing similar projects make us an ideal firm to support your projects. If you have any questions, please call me at the number above.

Sincerely,



JEFFREY CAMACHO
Senior Vice President

March 9, 2022

CITY OF HUNTINGTON PARK

Addendum No. 1

SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21-22 PROJECT NO.: 2021-01

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

1. Replace Pages C-2 through C-5 with Pages C-2(1) through C-8 (1) from
File: BID PROPOSAL (AMENDED)-SB1 CDBG STREET IMPROVEMENTS IN HUNTINGTON PARK.pdf
2. Replace Plan Sheets C-4, C-6, C-7, C-8, C-9, C-10 with corresponding sheets showing revisions from
File: PLAN SHEETS (AMENDED)-SB1 CDBG STREET IMPROVEMENTS IN HUNTINGTON PARK.pdf
3. Replace Specification Pages BD-36 through BD-42 with Pages BD-36 through BD-43 from
File: SPECIFICATIONS PAGES (AMENDED)-SB1 CDBG STREET IMPROVEMENTS IN HUNTINGTON PARK.pdf

End of Addendum No. 1

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

By: 
Cesar Roldan, Director of Public Works

Date: 3/8/2022

**SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21-22
PROJECT NO.: 2021-01**

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

Statement of Bidder Acknowledgment

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

Pacific Services, Inc.
Contractor Name


Signature

3/16/2022
Date

Jeffrey Camacho, Sr. Vice President
Title

Hereby acknowledge receipt of Addendum No. 1 to SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21-22 PROJECT NO.: 2021-01 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

Section 2: Consultant's Background

Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP.

A California corporation founded in 1979, Pacifica is a privately-owned small and minority-owned business with 54 employees that provides a full range of construction, program, and project management services. We also have an expertise in Labor Management and Compliance, including the monitoring and enforcement of Labor Compliance (LC), Project Labor Agreements (PLA), implementation and administration services.

Pacifica brings significant experience in the monitoring and enforcement of various State and Federal Labor Compliance requirements, having managed several billions of dollars of work for some of California's largest and most complex projects. Pacifica's proposed team collectively possesses over 50 years of experience in the field.

Pacifica takes tremendous pride in its highly qualified professionals who have consistently delivered innovative solutions and best practices. Our dedicated and experienced professionals are committed and are readily available to provide exceptional professional resources and innovative solutions at highly competitive rates to the City of Huntington Park.

Pacifica believes in full collaboration and partnership with public agencies, their various consultants, and the designated PM/CM Team. Pacifica's success in creating a collaborative environment arises from establishing lines of communication between the City's staff and the various groups performing work on construction projects.

The members of our proposed team have successfully provided Labor Compliance monitoring, and PLA administration services and other labor related services such as Small Business Enterprise (SBE) and Section 3 for numerous clients in California, such as:

- City of Long Beach
- Long Beach Water Department
- Long Beach Airport (City of Long Beach)
- City of El Monte
- City of Los Angeles
- Los Angeles World Airports (City of Los Angeles)
- Los Angeles County Metropolitan Transportation Authority (Metro)
- Los Angeles Community College District
- Los Angeles Unified School District
- Norwalk-La Mirada Unified School District
- San Gabriel Unified School District
- Upper San Gabriel Valley Municipal Water District



Section 3: Qualifications and Experience of Personnel

Section 3: 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 personnel who will be performing the professional services contemplated under this RFP...

Marjorie Gayle–*Labor Compliance Officer*

Marjorie Gayle is an experienced human resources and labor compliance professional with over 30 years of experience providing human resources and labor compliance services. She has extensive knowledge of Department of Industrial Relations Prevailing Wage requirements, as well as Davis-Bacon and HUD regulations. She has completed projects with the Cities of Santa Monica and Los Angeles, the County of Los Angeles, Pasadena and Los Angeles Unified School Districts, LA Metro and Los Angeles World Airports. She is experienced in both union and non-union environments.

Education

Bachelor of Science, Public Administration, University of Southern California, Los Angeles, CA

Years Providing Labor Compliance Services

30+ years

Office Location

Pasadena, CA

SELECTED PROJECT EXPERIENCE

- City of Long Beach
- Long Beach Water Department
- Los Angeles World Airports
- County of Los Angeles
- Los Angeles Metropolitan Transportation Authority

Matthew Ibaven–*Labor Compliance Analyst*

Matthew Ibaven has over 17 years of experience in labor compliance, including performing in-depth prevailing wage audits, settlements and attending hearings. Matthew has established industry relationships with the contracting community, labor compliance program legal representation, key members of the local building trades' community and apprenticeship programs. He is experienced at overseeing multiple contracts simultaneously, while meeting project compliance on all Labor, CBA, CDBG, Section 3, and/or EEO requirements.

Education

Associate of Arts, Business Administration

Years Providing Labor Compliance Services

17 years

Office Location

Pasadena, CA

SELECTED PROJECT EXPERIENCE

- City of Long Beach/Long Beach Airport
- Long Beach Water Department
- Los Angeles Unified School District

Edith Bolanos–*Labor Compliance Analyst*

Edith Bolanos has over 15 years of experience in labor compliance, including work as an administrator with the local Southwest Regional Carpenters Union and with a Union-Signatory contractor. Her dual experience working on the both the Union and General Contractor sides, she is a veteran in understanding contractor payrolls, master labor agreements, and fringe benefit employer contributions to local union trust funds. She is highly organized and has a great attention to detail. Edith has strong skills in different systems such as the DIR's eCPR system and LCPtracker.

Education

Coursework at Glendale Community College, Glendale, CA

Years Providing Labor Compliance Services

18 years

Office Location

Pasadena, CA

SELECTED PROJECT EXPERIENCE

- City of Long Beach
- Long Beach Water Department
- Los Angeles Unified School District
- Coachella Valley Unified School District
- San Gabriel Unified School District
- Norwalk-La Mirada School District

Every element of our proposed team is structured to leverage collective knowledge that will enable us to deliver results and ensure successful project delivery. Pacifica’s flexible staffing plan allows our proposed team to support the Huntington Park either full-time or part-time, based on its current needs, to provide the highest caliber of services at a reduced cost. Our team member’s capabilities are illustrated in the table below:

	HUD Section 3	Federal Davis-Bacon Related Acts	Apprentice Utilization	State/Federal Prevailing Wage Compliance	Community Workforce Agreements/Project Labor Agreements	Small, Disabled, Woman-Owned, Minority-Owned Utilization	CDBG-funded Projects	LCPTracker	DIR eCPR	Labor Compliance Trainer	Technical Support Resource for LCPTracker
Marjorie Gayle, Labor Compliance Officer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Matthew Ibaven, Labor Compliance Analyst	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Edith Bolanos, Labor Compliance Analyst	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓

Recent Project Experience

LONG BEACH BLVD. CROSSWALK IMPROVEMENTS–*Long Beach, CA*

This CDBG-funded project consists of decorative crosswalk treatments for crosswalks on Long Beach Boulevard at 67th and 68th streets. Pacifica provided labor compliance services for this project.

Client: City of Long Beach

Project Dates: August 2-20, 2021

Construction Cost: \$342,000

EAST BROADWAY CORRIDOR PROJECT– *Long Beach, CA*

The East Broadway Corridor Project involves repaving East Broadway from Alamitos Avenue to Redondo Avenue and modification to install parking-protected bike lanes on both sides of the street. The project includes removing existing pavement and resurfacing the roadway, including various concrete improvements to repair existing sidewalks, curbs, gutters, curb ramps. On-street parking is generally allowed but is restricted along certain sections of the project site during several time periods of the week. The project site covers approximately 12 acres and is approximately 9,200 feet in length. The project will remove 14 street trees and will relocate some bus stops amenities along the project corridor. This project required labor compliance monitoring.

Client: City of Long Beach

Project Dates: May 2018-January 2020

Construction Cost: \$3,552,026



East Broadway Sidewalk Repair

CAST IRON MAIN REPLACEMENT ON PCH ACCESS ROAD FROM WEST PCH TO SAN FRANCISCO AVENUE–*Long Beach, CA*

This project includes removing and disposing of existing 6"/8"/12" pipe, fittings and appurtenances, installation of new 8"/12" ductile iron pipe, fittings and valves and installation of 14" steel casing. Additional scope included pavement restoration, appurtenant items such as pavement removal, excavation, backfill and compaction, thrust blocks and anchors, pressure testing and disinfection, tie-ins, fire hydrants, blow-off valves and traffic control on PCH. This project required labor compliance monitoring and included a project labor agreement.

Client: Long Beach Water Department

Project Dates: October 2019-June 2020

Construction Cost: \$815,561



Cast Iron Main Replacement

Section 4: Project Approach

Maximum 2-page of the proposed approach to providing labor compliance for this improvement project.

Pacifica believes that a successful project begins with establishing a collaborative working relationship with the Agency, Contractors, Project Managers, and other stakeholders. Pacifica's corporate culture promotes collaboration externally and internally. Although each Labor Compliance Analyst is assigned to specific projects, all Labor Compliance Team members are copied on all correspondence, Discrepancy Notices, and Submittal summaries. This method ensures that, if a client needs answers on a project and the assigned analyst is out, progress doesn't wait for that analyst to return.

Pacifica's proposed approach and methodology addresses three key components to ensure effective monitoring throughout the project:

1. Contract Management
2. Contractor Education and Training
3. Compliance Monitoring and Oversight

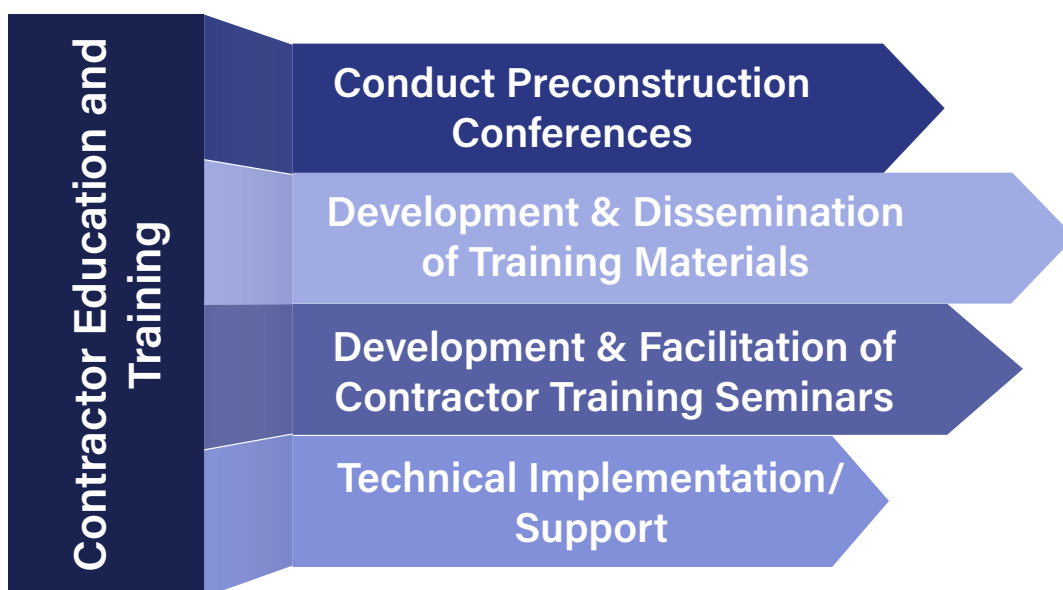
Contract Management

Since this project is funded by the Community Development Block Grant (CDBG), collaboration with the City of Huntington Park should start in the pre-bid document development stage to ensure that the required Federal language and Federal Determination is included in the RFP.

Pacifica recommends that a pre-bid meeting is held to educate Contractors that this project is subject to Section 3 requirements. The purpose of Section 3 is to give low-income individuals the opportunity to work on Federally-funded projects. Those Contractors that plan to add to their staff or dispatch from the union halls should be aware of the requirements before they start that process. An affidavit or some type of acknowledgment should be included in the bid document indicating they are aware of the Section 3 requirements. Pacifica recommends including language in the bid documents indicating that LCPTracker (or the City's preferred electronic vendor) will be used to submit required documents and certified payrolls.

Contractor Education and Training

Educating the Contractors will start during the Pre-bid meeting and continue throughout the project. Once a contractor is selected, education continues during the preconstruction meeting. Pacifica will educate the contractor on California Labor laws, Apprentice requirements, how to navigate LCPTracker, and any other questions they may have related to labor compliance. We will emphasize the Section 3 requirements and the need to check both the State and Federal Determinations to determine the correct prevailing wage. The Contractors will be



instructed that they have to pay the higher of the two determinations. Both the Contractor and City Personnel will have direct access to Pacifica personnel to provide technical assistance if needed.

Compliance Monitoring and Oversight

STATE PREVAILING WAGE DETERMINATIONS

Pacifica will ensure that the selected Contractor complies with all applicable State Prevailing Wage requirements for all work covered by the Department of Industrial Relations (DIR). Our team will also request as needed, worker canceled checks or additional documentation to confirm payment of Prevailing Wages (both Basic Hourly Rate and Fringe Benefits).

FEDERAL DAVIS-BACON RELATED ACTS (DBRAS)

For contracts with both State and Federal funding, we will coordinate with the City to verify that the correct applicable federal Wage Decision has been included with the bidding information and documents at the time of the bid. Additionally, our team will perform a courtesy check to ensure that any federal Wage Decision Modifications issued within ten days of the bid due date are applied to the project accordingly per Federal Department of Labor requirements.

During the construction of a federally funded project, our team will monitor payment of both State Prevailing Wage and Federal Wage Decisions as well as related Federal Wage Modifications by including both wage types within the Contractor Compliance packet that we will provide to all contractors performing on the project.



Apprentice Utilization:

Pacifica recognizes the importance of utilizing Apprentices per LC§1777.5. Pacifica's team will provide the contractor with technical assistance regarding verification of apprenticeship with the state and Apprentice ratios for all applicable crafts and classifications utilized on the project. Our team will request DAS

140 and DAS 142 forms from all contractors performing apprentice-able trade classifications to ensure apprentice utilization.

For federally funded projects, our analysts will also request the Federal Apprentice Certification(s) from those contractors utilizing apprentices, as necessary, for verification of federal apprenticeship registration.

Payment of Fringe Benefits portion of Prevailing Wages:

All contractors will be required to provide proof of payment of Fringe Benefits contributions for each month that work was performed by the contractor. This proof can be either the Union Trust Fund Report with proof of payment or the California Apprenticeship Council (CAC).

Employee Field Interviews:

Pacifica proposes conducting monthly field interviews if COVID conditions permit. Pacifica will coordinate with the contractor's construction schedule and/or the City's designated Project Manager/Engineer. Additional field interviews will be conducted to investigate worker complaints, and any discrepancies identified on Certified Payroll Reports (CPRs).

Discrepancy Notifications:

Upon review of Contractor-submitted documentation via the electronic payroll system (i.e. LCPtracker), Pacifica will issue a monthly Compliance Discrepancy Report and corrective action to the Prime Contractor. The City will be copied on the monthly report. Pacifica will monitor the Contractor to ensure that all violations are corrected. If the Contractor refuses to comply, Pacifica will meet with the City to determine whether referral to the DIR is warranted.

Project Documentation, Project Close Out, and Turnover:

All documents are always accessible to the City. Our team will support the City, as necessary, with cases/worker complaints to be forwarded to the DIR's Division of Labor Standards Enforcement (DLSE) and the fulfillment of Public Records Act requests that are relevant to labor compliance and assigned construction projects.

Upon substantial construction completion and project closeout, Pacifica will work with the contractor to ensure all final CPRs and Labor Compliance Forms are completed, submitted, and accurate. We will review the final project file and participate in a HUD meeting if necessary.



EDUCATION

Bachelor of Science, Public Administration, University of Southern California, Los Angeles, CA

SOFTWARE

Microsoft Office Suite, PeopleSoft, Resmatic; Trainer DDI Targeted Selection, LCPTracker

PROFESSIONAL QUALIFICATIONS

Developed and taught Prevailing Wage course through Santa Monica College's Extension Program

Skilled at enforcing California Labor Codes 1770-1784 and 1810-1815

Proficient at identifying appropriate wage rate when multiple determinations are assigned to the construction project.

Administers and provides content for the prevailingwageedu.com blog focused on educating the public regarding prevailing wages and labor compliance issues

Marjorie Gayle | Labor Compliance Officer

Marjorie Gayle is an experienced human resources and labor compliance professional with over 30 years of experience providing human resources and labor compliance services. She has extensive knowledge of Department of Industrial Relations Prevailing Wage requirements, as well as Davis-Bacon and HUD regulations. She has completed projects with the Cities of Santa Monica and Los Angeles, the County of Los Angeles, Pasadena and Los Angeles Unified School Districts, LA Metro and Los Angeles World Airports. She is experienced in both union and non-union environments.

RELEVANT EXPERIENCE

Labor Compliance Officer, Labor Compliance Monitoring, City of Long Beach, Long Beach, CA (10/2021-Ongoing)

Pacifica is providing compliance monitoring and oversight of the City's participation in HUD Section 3, Davis-Bacon, State/Federal Prevailing Wage Labor Compliance, City-wide Community Workforce Agreements/Project Labor Agreements and Small and Disabled Enterprise utilizations for a variety of projects. Marjorie supervises the Labor Compliance team on these projects.

Labor Compliance Officer, Labor Compliance Monitoring, Long Beach Water Department, Long Beach, CA (10/2021-Ongoing)

Pacifica is providing Project Labor Agreement administration, compliance monitoring and oversight of the Department's participation in HUD Section 3, State/Federal Prevailing Wage Labor Compliance, Administration of the Project Labor Agreement between Long Beach's Board of Water Commissioners and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions, Utilization of Small and Disadvantaged Business Enterprises. Marjorie supervises the Labor Compliance team on this project.

Labor Compliance Officer, Consolidated Rent-a-Car Facility (ConRAC), Los Angeles World Airports (LAWA), Los Angeles, CA

The ConRAC facility will combine rental car operations in the Los Angeles International Airport (LAX) vicinity into a single location adjacent to the 405 freeway. Marjorie developed policies and procedures, facilitated preconstruction meetings and set up the project in LCPTracker. She provided technical support to the project manager and supervised the labor compliance analyst.

Labor Compliance Officer, Tom Bradley International Terminal Modernization, LAWA, Los Angeles, CA

This \$737 million project upgraded the existing terminal facility with a new in-line baggage screening system and interior improvements to



Marjorie Gayle | Labor Compliance Officer *(continued)*

enhance customer service and convenience in LAX's international gateway terminal. Marjorie assisted sub-contractors with PLA and labor compliance requirements.

Labor Compliance Officer, Modernization of Delta Airlines Terminal 2 & 3 at LAX, Delta Airlines, Los Angeles, CA

This \$1.9 billion, 658,000 sf, two-phase modernization project enabled co-location with airline partners in LAX's Terminals 2, 3, and the Tom Bradley International Terminal (TBIT). Marjorie was the "competent person" for purposes of the airport badging process and submitted certified payroll records.

Labor Compliance Officer, Martin Luther King Medical Center Inpatient Tower Renovation, County of Los Angeles, Los Angeles, CA

This project encompassed renovation to the existing inpatient tower to house 120 patient beds and other hospital services including the emergency department, inpatient pharmacy, radiology, operating rooms, central sterilization and support functions. Marjorie provided subcontractor training and technical support and submitted labor compliance documentation.

Labor Compliance Officer, Expo II Light Rail Line, LA Metro, Los Angeles, CA

This project extended the Exposition Light Rail Transit Line 6.6 miles from Culver City to Santa Monica. The project included 14 miles of track, five at grade stations and two aerial stations. Marjorie was responsible for correcting contractor deficiencies and submitting labor compliance documents and reports.



EDUCATION

Associate of Arts, Business Administration

PROFESSIONAL QUALIFICATIONS

Extensive experience in Labor Compliance program investigations and State DIR audits

Extensive knowledge of state and federal prevailing wages, labor law and labor code

Matthew Ibaven | Labor Compliance Analyst

Matthew Ibaven possesses a wealth of knowledge serving in Labor Compliance. As a labor compliance officer with the Los Angeles Unified School District, he established industry relationships with the contracting community, labor compliance program legal representatives, key members of the local building trades' community, and apprenticeship programs.

RELEVANT EXPERIENCE

Compliance Analyst, City of Long Beach, Long Beach, CA

Pacifica is providing compliance monitoring and oversight of the City's participation in HUD Section 3, Davis-Bacon, State/Federal Prevailing Wage Labor Compliance, City-wide Community Workforce Agreements/Project Labor Agreements and Small and Disabled Enterprise utilizations for a variety of projects. Matt monitors and audits certified payroll records, inputs local hour into Section 3 databases for monthly and quarterly reporting and files and archives projects. He reviews contractor-certified payroll records in LCPTracker and provides technical support with the LCPTracker system and auto-violations to contractors. He responds to Public Records Act requests that are forwarded by the client by securing and redacting contractor-certified payroll records.

Labor Compliance Technician, Labor Compliance Department, Los Angeles Unified School District, Los Angeles, CA

Matt audited certified payroll documents for contractors and subcontractors, collecting and analyzing supporting documentation. He assessed back wages and penalties due for noncompliance with prevailing wage rates. He conducted pre-bid and job start meetings, on-site construction worker interviews, interviewing and verifying worker complaints. He presented audit findings to the contractors and instructed contractors about the audit process and California Labor Code. He collected and disbursed back wages, penalties and training funds, prepared audit documents to submit to the State for resolution. Matt worked closely with in-house and outside attorneys to prepare Hearing of the Merits, testified to the validity of his findings during these meetings, and conducted settlement meetings with contractors and their attorneys. He was an instructor for labor compliance processes and procedures for the District's Labor Compliance Certification Class and Owner Authorized Representative Class.



EDUCATION

Coursework at Glendale
Community College, Glendale, CA

PROFESSIONAL QUALIFICATIONS

Extensive experience with con-
tractor payrolls and fringe benefits
Proficient in DIR eCPR

Experience with State and Federal
Prevailing Wages and Labor Code

Certified with LCPTracker

Edith Bolanos | Labor Compliance Analyst

Edith Bolanos has over 15 years of experience in Labor Compliance, first as an administrator with the local Southwest Regional Carpenters Union and then providing labor compliance monitoring and analysis. She is highly organized and has a great attention to detail in review contractor submittals and issuing reports. Edith has strong skills in different systems such as LCPTracker and DIR's eCPR. She has provided labor compliance services on a variety of projects, including the City of Long Beach's CDBG-funded Long Beach Boulevard Crosswalk Improvements.

RELEVANT EXPERIENCE

Compliance Analyst, City of Long Beach, Long Beach, CA

Pacifica is providing compliance monitoring and oversight of the City's participation in HUD Section 3, Davis-Bacon, State/Federal Prevailing Wage Labor Compliance, City-wide Community Workforce Agreements/ Project Labor Agreements and Small and Disabled Enterprise utilizations for a variety of projects. Edith monitors and audits certified payroll records, inputs local hour into Section 3 databases for monthly and quarterly reporting and files and archives projects. She reviews contractor-certified payroll records in LCPTracker and provides technical support with the LCPTracker system to contractors. She responds to Public Records Act requests that are forwarded by the client by securing and redacting contractor-certified payroll records.

Compliance Analyst, Long Beach Water Department, Long Beach, CA

Pacifica is providing Project Labor Agreement administration, compliance monitoring and oversight of the Department's participation in HUD Section 3, State/Federal Prevailing Wage Labor Compliance, Administration of the Project Labor Agreement between Long Beach's Board of Water Commissioners and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions, Utilization of Small and Disadvantaged Business Enterprises. Edith monitors and audits payroll records, reviews records in LCPTracker and provides technical support.

Compliance Assistant, Norwalk La-Mirada Unified School District, Norwalk, CA

Pacifica provided labor compliance monitoring and PLA services on various projects for this school district. Edith provided administrative support including entering records into the electronic monitoring system, issuing monthly discrepancy notices and reviewing certified payroll reports for compliance before submittal.

Section 6: References

Include at least 3 public agency references going back no more than five years from the issuance of this RFP, in which the consultant was engaged to perform tasks similar to those requested under this RFP.

CITY OF LONG BEACH LABOR COMPLIANCE MONITORING

Client: City of Long Beach
Project Dates: Ongoing
Reference: Melissa DeAmicis, Labor Compliance Officer
(562) 570-6037
melissa.deamicis@longbeach.gov



Sidewalk Installation on Marina Drive West, Long Beach

LONG BEACH AIRPORT LABOR COMPLIANCE MONITORING

Client: City of Long Beach
Project Dates: Ongoing
Reference: Vanessa Estrada, Capital Projects Coordinator
(562) 570-2620
vanessa.estrada@longbeach.gov



Long Beach Airport, Taxiway L Repavement

LONG BEACH WATER DEPARTMENT LABOR COMPLIANCE MONITORING

Client: Long Beach Water Department
Project Dates: Ongoing
Reference: Adrian Pavon, PMP, Capital Projects Coordinator
(562) 972-3184
adrian.pavon@lbwater.org



Bikelane and Pavement Marking, Long Beach



Pacifica Services, Inc.



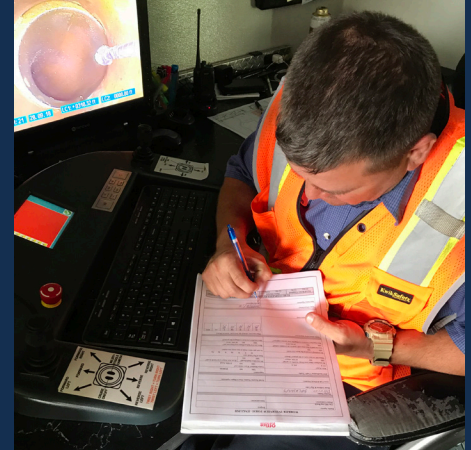
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Construction Management &
Inspections



Project Management



Labor Compliance & PLA
Services

Fee Proposal



**Proposal to Provide
Labor Compliance Services for
CIP 2021-01 SB1 CDBG
Street Reconstruction Project
FY 21/22**

MARCH 16, 2022

Fee Schedule/Cost Proposal

	Officer hours	\$130/hour	Analyst hours	\$115/hour
Contract Management				
Review the Agreement to Implement and CDBG contract & Labor Compliance requirements	5	\$650	2	\$230
Oversee the specific labor standards parameters applicable to the construction Project	2	\$260	—	
Implement & monitor Equal Employment Opportunities (EEO) program	2	\$260	8	\$920
Enforce that the Federal Wage Decision is incorporated in project specifications & contract	—		1	\$115
Ensure that the Federal Wage Decision is current at Bid Opening or other appropriate Date	—		1	\$115
Prepare and submit contract award notices to Contractor, Office of Federal Contract Compliance Programs and CDBG	2	\$260	—	
Contractor Education and Training				
Preconstruction Preparation	1	\$130	1	\$115
Prepare and distribute Preconstruction meeting minutes	1	\$130	1	\$115
Preconstruction Meeting	—		1	\$115
Contractor Technical Assistance	6	\$780	8	\$920
Labor Compliance Monitoring and Oversight				
Create & Maintain Labor Standards Enforcement File	2	\$260	4	\$460
File Development/Submittal Maintenance	1	\$130	10	\$1,150
Development of Tracking Mechanism	—		10	\$1,150
Desk Audit of Certified Payroll Records	8	\$1,040	16	\$1,840
Employee Field Interviews & verify and document posting of federal notices on Jobsite	3	\$390	8	\$920
Field Interviews/CPR Reconciliation	8	\$1,040	24	\$2,760
Perform ongoing and timely monitoring reviews of the weekly Certified Payroll Reports & related submission for compliance	8	\$1,040	16	\$1,840
Monthly Labor Discrepancy Reports	8	\$1,040	16	\$1,840
Identify violations and investigate complaints of underpayments to workers	3	\$390	6	\$690
Prepare the Notice of Labor Standards Violation Report and HUD 5.7	3	\$390	4	\$460
Prepare various reports for contract and labor compliance, Semi-Annual labor Standards Enforcement Reports	3	\$390	6	\$690
Conduct Audits (As Necessary)	3	\$390	3	\$345
Project Close Out and Turnover				
File & Maintain Project Binder Forms and Payrolls	—		6	\$690
Labor Compliance Project Close Out	3	\$390	8	\$920
Labor Compliance Close Out Report	2	\$260	4	\$460
Project Close Out & Turnover of Labor Compliance Project Binder(s)	2	\$260	3	\$345
Review Final project file and participate in the final review meeting with HUD if necessary.	8	\$1,040	—	
Labor Subtotal by Personnel	84	\$10,920	167	\$19,205
Labor Subtotal	\$30,125			
Reimbursable Expenses				
LCPTracker	\$1,100			
Estimated Reimbursable Expenses	\$1,000			
Total Cost Proposal \$32,225				

Note: This fee is based on an estimated 205 working days



PACIFICA SERVICES INC.

Labor Compliance Services

City of Huntington Park
CIP 2021-01 SB1 CDBG Street
Reconstruction Project FY 21/22

March 16, 2022

ELECTRONIC TECHNICAL PROPOSAL



GCAP
SERVICES

Cover Letter

March 16, 2022

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

RE: Request for Proposals for Labor Compliance Services

Dear Mr. Cesar Roldan:

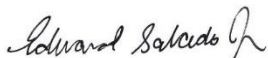
Thank you for the opportunity to provide the City of Huntington Park (City), with a tailored proposal for Labor Compliance Services. GCAP Services, Inc. (GCAP) is a southern California-based professional consulting firm with over twenty-four (24) years of compliance experience and is certified as an MBE, SBE and DBE. As a leader in the development and implementation of compliance programs and systems, GCAP understands the importance of leveraging people and processes. Our firm is experienced in providing effective labor compliance support services. Our proposal is fully responsive to the requirements outlined in the referenced RFP and represents GCAP's intention to perform the services as outlined.

GCAP is extremely familiar with Federal and State contracting requirements, regulations, and best practices related to labor compliance monitoring. We have experience performing monitoring on projects with CDBG, HUD, and Section 3 requirements. Our staff works in highly regulated industries to ensure systems, procedures, and practices comply with legal and regulatory requirements. We provide labor compliance support with state and federal regulations, including Davis-Bacon, Service Contract Act, and state prevailing wage requirements, including the state bond Compliance Monitoring Unit (CMU) requirements. GCAP will utilize its comprehensive collection of labor compliance reporting templates, tracking matrices, forms, as well as our state and federal regulatory resources to facilitate this engagement.

Mr. Edward Salcedo, Jr. will serve as the primary point of contact during the RFP review process. Mr. Salcedo's contact information can be found below. Thank you for considering our proposal. We look forward to the opportunity to work with the City to provide effective Labor Compliance Services.

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.

Sincerely,



Edward Salcedo, Jr., President
3525 Hyland Ave, Suite 140
Costa Mesa, CA 92626
(714) 800-1795
esalcedo@gcapservices.com



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Consultant's Background

GCAP Services, Inc. (GCAP) is a southern California-based professional consulting firm with over twenty-four (24) years of labor compliance and CDBG contract experience and is a certified SBE, DBE and MBE. As a leader in the development and implementation of compliance programs and systems, GCAP possesses significant experience providing labor compliance services for transit and transportation related projects. Our team possesses experience providing labor compliance monitoring on projects of all sizes ranging from weeklong engagements to multi-year billion-dollar transit and highway projects. We understand the nuances of each type of project and how to tailor our support based on each project's unique needs.



The GCAP team offers solid labor compliance capabilities with extensive experience performing labor compliance monitoring. GCAP understands that the City of Huntington Park requires labor compliance services for the SB1 CDBG Street Reconstruction Project. We possess a strong background in performing monitoring on projects with CDBG, HUD, and Section 3 requirements and understand the variety of labor compliance responsibilities required for the CDBG-funded capital improvement projects. The GCAP team is experienced at providing labor compliance guidance to prime and subcontractors at pre-construction conferences and a variety of labor compliance responsibilities including all aspects of compliance, such as reviewing certified payroll submittals, confirming all fringe benefit and apprentice requirements are met, and reviewing interview and daily reports to ensure all labor compliance documentation is accurate and complete. The GCAP team has strengths in all elements of the scope of work including knowledge of the Caltrans Local Agency Procurement Manual (LAPM) guidelines and California Division of Labor Standards Enforcement (DSLE), including the Department of Industrial Relations (DIR) monitoring unit. GCAP also has extensive working knowledge of the United States Department of Labor Regulations and Guidelines, requirements of Equal Employment Opportunity (EEO) compliance monitoring, SB854 and SB1 Laws, Davis Bacon Act, Copeland "Anti-Kickback" Act, Section 3, HUD reporting requirements, Greenbook standards, Public Contracting Code, the Contract Work Hour and Standards Act.

Since its founding, GCAP has successfully delivered over one hundred ninety (190) high-quality consulting engagements to federal, state, county, and local government agencies. Our team has implemented the LCPtracker application for various clients and has extensive experience providing monitoring services utilizing the LCPtracker platform. In addition to our strong technology-oriented background, we maintain our expertise at conducting hard copy audits of certified payrolls. We have developed labor compliance procedures and manuals for various clients and possess hands on experience researching and incorporating best practices as well as reviewing regulatory documents to ensure compliance.

We provide labor compliance support, including for projects as they relate to CDBG, for a wide variety of agencies across the state of California with a specific focus on southern California agencies including the City of El Monte, City of Compton, City of Chino, City of Arcadia, City of Long Beach, City of Anaheim, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Department of Public Works, Brilliant Corners, San Diego Association of Governments, San Bernardino County Transportation Authority, Riverside County Transportation Commission, Metro Gold Line Foothill Extension Construction Authority, Omnitrans, and many more. Our team is comfortable and adept at providing support on projects of all sizes and levels of complexity. We possess a strong track record of successfully performing on small projects which require a fast turnaround and prompt issue resolution as well as large complex multi-year engagements.

GCAP will not utilize any subconsultants to perform the scope of work. GCAP has no planned mergers or acquisitions, no pending lawsuits or civil litigation, and have never been debarred or made any false claims. Our firm is financially stable with no current long-term debt, steady cash flow and no foreseeable office closures or other factors that would impede our ability to successfully execute this contract.

Qualifications and Experience of Consultant's Personnel

GCAP has assembled a team of experienced staff which will allow us to meet all contract and deliverable requirements established by the City. The resources identified for this engagement have extensive experience in labor compliance, auditing, and contract management. This includes project management, construction contract administration, training, and working with labor compliance software for public sector clients. Our team's expertise and experience will allow them to "hit the ground running" and provide cost effective labor compliance support to the City.

Please reference the "Proposed Personnel" section with attached resumes for a summary of our key personnel's work, training, and education history.

Proposed Staff Name Project Role	Proposed Duties	Relevant Experience
Sylvia Linn Labor Compliance Project Manager Office Location: 3525 Hyland Ave, Suite 140, Costa Mesa, CA 92626 Similar Projects: - City of Anaheim, Labor Compliance Services - Orange County Transportation Authority/Parsons, I-405 Improvement Project - Los Angeles County Metropolitan Transportation Authority, On-Call Labor Compliance Bench	<ul style="list-style-type: none"> • Review Agreement to implement CDBG contract and labor compliance requirements • Oversee all aspects of the engagement • Serve as primary POC to the City • Implement and monitor EEO program • Enforce Federal Wage Decision is incorporated in project specifications and contract and current at bid opening • Submit contract award notices to Contractor, Office of Federal Contract Compliance Programs, and CDBG • Conduct pre-construction meeting to communicate federal and state wage and reporting obligations for contractors, distribute pre-construction meeting minutes • Review and authorize reports and all deliverables for submission • Meet with the City of Huntington Park for status updates/issue resolution (as required). • Communicate with third parties for document requests. 	<ul style="list-style-type: none"> • Provided oversight and governance on major transportation authority with labor compliance monitoring • Conducted pre-bid and pre-construction meetings. • Performed agency and contractor labor compliance training. • Developed labor compliance procedures to help with document tracking, filed activities, certified payroll reviews and requirements monitoring. • Reviewed contractor and subcontractor compliance with prevailing wage, benefit and apprentice requirements. • Reviewed weekly payrolls, conducted jobsite interviews and provided status reporting.

	<ul style="list-style-type: none"> • Determine the specific labor standards parameters applicable for the construction project. • Review final project file and participate in final review meeting with the City. 	
<p>Stephannie Gabaldon Labor Compliance Analyst II</p> <p>Office Location: 3525 Hyland Ave, Suite 140, Costa Mesa, CA 92626</p> <p>Similar Projects: - Orange County Transportation Authority/Parsons, I-405 Improvement Project - Riverside County Transportation Commission/Parsons, I-15 Express Lanes Project - San Bernardino County Transportation Authority/HNTB, I-10 Corridor Project</p>	<ul style="list-style-type: none"> • Assist with contractor and subcontractor eligibility verification. • Assist with preparation and submission of contract award notices to Contractor, Office of Federal Contract Compliance Programs, and CDBG • Coordinate and attend pre-construction meeting, distribute pre-construction meeting minutes • Assist with creating and maintaining Labor Compliance Labor Standards Enforcement File • Perform jobsite interviews, as needed. • Assist with monitoring of weekly Certified Payroll reports and help to identify violations and investigation of worker complaints. • Notify prime contractor in writing of any labor discrepancies or suspected violations; define the corrective actions to be taken including restitution payments • Prepare Contract and Subcontract Activity Report, and Semi-Annual Labor Standards Enforcement Report • Prepare and submit: Notice of Standards Violation Report, HUD 5.7 Enforcement Report (as needed), HUD-2516, and other labor compliance related reports to appropriate parties. • Participate in final review meeting with the City. 	<ul style="list-style-type: none"> • Perform Certified Payroll review for major transportation projects (I-405, I-15, I-10 Corridor, L.A. Westside Subway Extension) • Reviewed all certified payrolls weekly, Section 3 monitoring and reporting (HUD-60002 form) for various City of Anaheim projects. • Prepared the 5.7 Enforcement reports as underpayments were identified and supplemental wages paid. • Review and reconcile jobsite interview information with certified payroll reports. Document findings. • Conducted audits at individual and group level. • Researched and implemented regulation changes/updates to compliance programs. • Assist with preparation of client reports and respond to questions. • Conducted jobsite interviews while utilizing required interview forms and adhering to jobsite safety requirements.

<p>Celeste Maldonado Labor Compliance Analyst I</p> <p>Office Location: 3525 Hyland Ave, Suite 140, Costa Mesa, CA 92626</p> <p>Similar Projects: - City of Long Beach, DBE and Labor Compliance Services - City of Arcadia, CDBG Bus Stop Project - Omnitrans, On-Call Labor Compliance Services</p>	<ul style="list-style-type: none"> • Schedule and conduct jobsite interviews • Assist with contractor and subcontractor eligibility verification • Assist with monitoring of weekly Certified Payroll reports and help to identify violations and investigation of worker complaints. • Assist with notifying the prime contractor in writing of any labor discrepancies or suspected violations • Assist with preparation and submission of the following reports: Notice of Standards Violation Report, HUD 5.7 Enforcement Report (as needed), HUD-2516, Contract and Subcontract Activity Report, and Semi-Annual Labor Standards Enforcement Report 	<ul style="list-style-type: none"> • Conducted jobsite interviews while utilizing required interview forms and adhering to jobsite safety requirements. • Checked contractor public works registration status with the Department of Industrial Relations. • Reconciled jobsite interviews with certified payroll, confirmed wage and classification information. • Perform Certified Payroll review for major transportation projects (, I-405, I-15, I-10 Corridor, L.A. Westside Subway Extension) • Reviewed all certified payrolls weekly, Section 3 monitoring and reporting (HUD-60002 form) for various City of Anaheim projects. • Prepared the 5.7 Enforcement reports as underpayments were identified and supplemental wages paid. • Conducted audits at individual and group level. • Researched and implemented regulation changes/updates to compliance programs. • Assist with preparation of client reports and respond to questions.
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Project Approach

Task 1 – Contract and Labor Compliance Services

We understand the City of Huntington Park (“City”) is looking for a consultant to provide labor compliance services for administrating, monitoring and enforcing labor standards provisions as required for the CDBG-funded capital improvement projects. We also understand this project is subject to Greenbook standards and Public Contracting Code procurement requirements. We are confident in our ability to complete all required tasks on time, and to the satisfaction of the City. Please reference “Fee Schedule/Cost Proposal” separately attached for estimated amount of time required to complete each task. Below outlines our labor compliance approach:

1. Project Kick-Off and Planning

- Review the Agreement to Implement CDBG contract and labor compliance requirements with the City’s project team.
- Oversee the specific labor standards parameters applicable to the construction project.
- Implement and monitor Equal Employment Opportunities (EEO) program.
- Ensure that the Federal Wage Decision is incorporated in project specifications and contract.
- Ensure that the Federal Wage Decision is current at Bid Opening or other appropriate date.
- Verify the contractor and subcontractor’s eligibilities to contract with Federal and State agencies.
- Prepare and submit contract award notices to Contractor, Office of Federal Contract Compliance Programs and CDBG.

2. Participate and present prevailing wage requirements at Pre-Construction Meetings:

- Research and interpret laws, codes, and regulations affecting the enforcement of prevailing wage rates.
- Create Pre-Construction checklist of new and existing regulatory requirements.
- Present HUD, CDBG, Section 3, and labor compliance reporting requirements to the project team (contractor and subcontractors).
- Present City of Huntington Park with draft of meeting minutes/handouts for review and approval.
- Conduct the pre-construction orientations with contractors and subcontractor to ensure their understanding of prevailing wage, Davis Bacon, and reporting requirements. Respond to questions.
- Respond to technical questions regarding requirements.

3. Secure and collect weekly Certified Payroll Records (CPRs) no later than the 10th of each month following the commencement of work

- In preparation for data collection, create “Project Reporting System” to oversee timely submittal of certified payroll reports and other related documents to ensure compliance. Use existing GCAP templates/resources as applicable to City projects for added efficiency.
- Maintain all compliance files and documents, such as the Labor Standards Administration and Enforcement file, relating to the City’s prevailing wage activities in an “audit ready” inspection format and location (securing all hardcopy documents in locked fireproof cabinets).
- Establish secure virtual environment for electronic files. Make available to the City for review.
- Program monthly reminders for payroll submission tracking.
- Use “Project Reporting System” to oversee timely submittal of certified payroll reports and other related documents to ensure compliance.

4. Perform ongoing monitoring and reporting to ensure compliance by all contractors and subcontractors

- Continually research and interpret laws, codes, and regulations affecting the enforcement of prevailing wage rates. Advise the City (via monthly reporting) of any changes to state prevailing wage requirements including apprenticeship requirements.

- Ensure compliance with Senate Bill 854 & Senate Bill 1 contractor registration and payroll submission to DIR.
- Respond to Requests for Information (RFIs) regarding Labor Compliance requirements from contractors, subcontractors, unions, and other parties.
- Respond to technical questions regarding prevailing wage requirements.
- Provide information and data on trades and trade classifications performing on projects.
- Ensure that certified payroll records are submitted by prime contractor and their subcontractors.
- Conduct audits of payroll records and other related documents for inconsistencies, discrepancies or other issues to ensure compliance with the payment of prevailing wage rates.
- Monitor the submittal of Fringe Benefit Trust reports.
- Identify wage underpayments through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.
- Issue discrepancy notices (at least monthly) to prime as needed. Calculate and recommend to the City the amount of wages that the City will withhold from the contractor's payments/retention
- Prepare the Notice of Labor Standards Violation Report and HUD 5.7 Enforcement Report for underpayments to workers.
- Calculate and make recommendations to withhold contract payments/retention (after second notice to contractors).
- Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker.
- Prepare reports regarding any deficiencies for City submittal to appropriate governmental agencies.
- Prepare documentation for disbursement of back wages, training funds and/or penalties due.
- Work with grieving parties to resolve disputes as they arise.
- Prepare various reports for contract and labor compliance including but not limited to the Contract and Subcontract Activity Report and Semi-Annual Labor Standards Enforcement Report.

5. Perform jobsite field reviews as required under the frequency standards

- Conduct onsite interviews to determine wages paid to workers (minimum of 10% of all workers on project).
- Verify proper regulatory posting requirements are met at jobsite location (in compliance with the EEO posting requirements).
- Photograph jobsite and work being performed to be used as a cross-reference for auditing against payroll documents.
- Reconcile wage rates paid and to observe the job classification they are performing. Compare to payroll submissions and daily reports.

6. Monitor regulations for Department of Apprenticeship Standards (DAS)

- Verify and enforce submission of apprentice forms (DAS-140, DAS-142), as applicable.
- Continually monitor apprentice registrations, journeyman to apprentice ratio, and report on expiration/completion status.
- Monitor the submittal of Training Fund Contribution Reports.

7. Project Close Out

- Review the final project file and participate in the final review meeting with HUD, if necessary.
- Confirm end of construction status (ensure that all "covered" work is complete).
- Identify pending issues and ensuring complete compliance by contractors/subcontractors (payment of proper prevailing wage rates, report submissions, etc.).
- Confirm that records for onsite interviews of trades are complete and issues resolved.
- Confirm that audit reports are reviewed for inconsistencies and discrepancies. Verify that all issues are properly documented and that there is a clear chronology of events.

Proposed Personnel

Ms. Sylvia Linn will serve as the Project Manager for this engagement and shall serve as the primary point of contact for the City. We will not substitute any of the proposed staff on this project without the prior written concurrence from the City. On the pages to follow, please find attached the below proposed personnel resumes:

- Sylvia Linn, Labor Compliance Project Manager
- Stephannie Gabaldon, Labor Compliance Analyst II
- Celeste Maldonado, Labor Compliance Analyst I



Sylvia Linn

Ms. Linn has extensive experience in labor compliance monitoring, analysis, audits and implementation of compliance-related processes for public sector agencies. She possesses an in-depth, practical knowledge of the regulatory environment, assessment of operational risks and developing risk mitigation procedures. Ms. Linn is well versed in the tools and resources to enhance monitoring efficiency and works extensively with the cutting-edge technology to streamline the process and reduce risk of error. Ms. Linn's current responsibilities with GCAP Services as the Director of Compliance Relations include payroll/wage determination analysis, and labor compliance monitoring and audits.

Education

Master of Business Administration, 2007

University of Redlands

Juris Doctorate, 1999

Chapman University School of Law

Bachelor of Science, Business Administration, 1993

University of Phoenix

Employment History

GCAP Services, Inc.	2005 – Present
<i>Vice President/Labor Compliance Project Manager</i>	
WBTB, LLC.	2004 – 2005
<i>Business Development Officer</i>	
Law Offices of Lively & Associates	1999-2004
<i>Legal Analyst</i>	
Data Processing Resources Corp	1991-2009
<i>Technical Analyst</i>	

Relevant Experience

- ❖ Extensive experience monitoring and reporting on public works project subject to CDBG funding requirements. Comprehensive understanding of Section 3/HUD reports (HUD 5.7, HUD-2516, and HUD-60002) reporting requirements. Provided guidance to various City agencies in helping to complete reporting requirements.
- ❖ Performed Labor Compliance monitoring project support for major southern California based transportation agencies. Responsible for overseeing and managing the labor compliance officer responsibilities for construction related contracts and providing oversight of the labor wage monitoring and labor compliance functions for consultant related contracts.
- ❖ Supported major transportation authority with labor compliance monitoring to review contractor and subcontractor compliance with prevailing wage, benefit, and apprentice requirements. Responsibilities included weekly payroll reviews, jobsite interviews, and status reporting. Monitoring duties also entailed ongoing communication with Authority (agency) and contractor/subcontractors.
- ❖ Responds to technical questions regarding prevailing wage requirements for SBCTA projects and monitors to ensure that certified payroll records are submitted by CM firms. She is responsible for



conducting audits of payroll records and other related documents for inconsistencies, discrepancies or other issues to ensure compliance with the payment of prevailing wage rates. She monitors workforce utilization reports to verify trade and apprenticeship participation and developed SBCTA's Labor Compliance monitoring procedures.

- ❖ Researches and interprets laws, codes, and regulations affecting the enforcement of prevailing wage rates and advises clients of any changes to state prevailing wage requirements including apprenticeship requirements. Participates in pre-bid and pre-construction meetings to communicate to contractors and subcontractor prevailing wage requirements and obligations.
- ❖ Developed Labor Compliance Procedures to provide help the transportation authorities with document tracking, field activities, certified payroll reviews, labor and overall requirements monitoring and enforcement across its three key construction projects.
- ❖ Support various availability and disparity studies in the areas of availability analysis, phone surveys, and in person interviews. Responsible for documenting interview findings and analyzing testimony from public hears held across the state.
- ❖ Perform audit of internal controls for federal and state grants management for major southland transportation authority. Disseminate findings, recommendations, and action plan to capitalize on strengths of current program and correct deficiencies and weaknesses.
- ❖ Developed and maintained Title VI Program Plan for all project phases of Metro Gold Line Foothill Extension Construction Authority. Responsibilities included reviewing the existing program plan, researching regulatory updates and requirements, developing/documenting complaint and investigation procedures, providing instruction on completion of forms.
- ❖ Developed, maintained, and revised policies and procedures for compliance programs, including labor compliance and federal compliance requirements with EXEO, ADA, and Title VI requirements. Assisted with the day-to-day execution of compliance programs.

GCAP
 SERVICES
Background



Stephannie Gabaldon

Ms. Gabaldon has over 10 years of experience as a regulatory requirements analyst, specializing in both public and private sector project support. She is an expert in identifying and resolving deficiencies in key requirements, analyzing requirements for proposed solutions, interviewing project stakeholders and personnel at all levels; preparing and maintaining all project related documentation (e.g., requirements, status reports, and recommendations to improve efficiency and compliance). Ms. Gabaldon is currently responsible for reviewing contractor and subcontractor certified payroll reports and supporting documents to identify overall compliance with state, federal, and local requirements; analyze, propose and document compliance related solutions.

Education

Bachelor of Arts, Asian American Studies / Educational Studies Minor
University of California, Irvine; Irvine, CA

Employment History

GCAP Services, Inc.	2020 – Present
<i>Labor Compliance Analyst II</i>	
GCAP Services	2008 – 2010
<i>Business Analyst</i>	
Ingram Micro	2006 – 2007
<i>Marketing Administrator</i>	

Relevant Experience

- ❖ Reviewed certified payrolls and Section 3 monitoring and reporting (HUD-60002) for various projects.
- ❖ Review certified payroll reports for major transportation projects to validate adherence to federal and state regulations. Reconcile jobsite interviews with certified payroll, confirm wage and classification information.
- ❖ Evaluate apprentice information for compliance with federal and state certifications ratios and wage rates. Ensure that apprentices are appropriately supervised by journeymen with same craft.
- ❖ Conduct labor compliance jobsite interviews utilizing the required interview forms and adhering to jobsite safety protocols. Ensure job-site posters are displayed in the appropriate locations.
- ❖ Worked on Policy and Procedures / Training and Documentation team for two large-scale County of Orange ERP implementations: a) Human Resources and Payroll Management; and b) General Accounting, and Finance.
- ❖ Help to facilitate county-wide requirements gathering sessions to identify discrepancies and inconsistencies between current financial and human resource related procedures, and recommended protocols. Compare results to regulatory and system requirements. Document results and collaborate with project stakeholders and department heads to establish viable solutions, reporting deliverables and resources.
- ❖ Perform requirements gathering and developing functional requirements documentation. Created business process maps and developed proposed solution documents for overall implementation effort.



Celeste Maldonado

Ms. Maldonado has over 3 years of experience in a variety of administration, coordination, and analysis roles. Celeste is responsible for supporting GCAP's labor compliance related consulting projects within the public contracting area. This includes analysis of labor compliance data, developing spreadsheets, logging information, as well as developing and maintaining reports. Ms. Maldonado's analytical skills and ability to work in a fast-paced environment allows her to adopt to new concepts, delivering optimal solutions to clients. She has experience providing effective support on multiple projects simultaneously. Current responsibilities include reviewing contractor and subcontractor certified payroll reports and supporting documents to identify overall compliance with state, federal, and local requirements.

Education

Bachelor of Science, Fashion Marketing & Merchandising
 Art Institute of Orange County

Employment History

GCAP Services, Inc.	2021 - Present
<i>Labor Compliance Analyst I</i>	
Servco Builders	2021
<i>Contract Administrator</i>	
Atkinsons Construction, LLC	2019 – 2020
<i>Contract Administrator</i>	

Relevant Experience

- ❖ Collect and review certified payroll reports, fringe benefits statements, DAS forms, payroll deductions, and other related documents from subcontractors.
- ❖ Identify and resolve discrepancies related to payroll and certified payroll reports; facilitate proper reporting of prevailing wages, fringe benefits, apprentice utilization, and resolution of employee wage violations.
- ❖ Certify and submit payroll and other related documents.
- ❖ Prepare and send out Notice to Proceed emails for all projects
- ❖ Assist with processing change orders, contracts, and estimates
- ❖ Draft all master subcontract agreements and work authorizations for execution
- ❖ Manage and update all contract logs, verify insurance certificates for all vendors/subcontractors, and process closeouts for all completed projects
- ❖ Track ongoing project subcontracts, CPOs, PSAs, and ELAs
- ❖ Serve as liaison between contractors and contracts manager during negotiations
- ❖ Collect lien releases, insurance certificates, and vendor forms from subcontractors and vendors
- ❖ Review P&P bonds for compliance
- ❖ Maintain client profiles with an 85% retention rate within district
- ❖ Act as liaison between claim adjusters, underwriters, and other industry professionals



References

CLIENT/REFERENCE INFO	SUMMARY OF EXPERIENCE
<p>City of Anaheim Stephen Stoewer Senior Project Manager (714) 765-4338 sstoewer@anaheim.net</p> <p>March 2018 – March 2019</p> <p>Staff Participation:</p> <ul style="list-style-type: none"> Sylvia Linn Stephannie Gabaldon 	<p>Labor Compliance Services GCAP was selected by the City of Anaheim to provide on-call labor compliance services on a variety of city projects, such as the El Verano project. Our team's labor compliance services for this project include:</p> <ul style="list-style-type: none"> Participating in and presenting prevailing wage requirements at pre-construction meetings Monitoring certified payroll and related documents for compliance with State, and Federal Davis Bacon and Section 3 requirements under HUD Addressing technical questions regarding prevailing wage and labor compliance Performing jobsite interviews, apprentice monitoring, and contractor support
<p>City of Long Beach Melissa Pyun Labor Compliance Officer (562) 570- 6037 melissa.pyun@longbeach.gov</p> <p>December 2020 – November 2022</p> <p>Staff Participation:</p> <ul style="list-style-type: none"> Sylvia Linn Stephannie Gabaldon Celeste Maldonado 	<p>On-Call Labor Compliance, HUD and Title VI Monitoring GCAP performs a wide variety of on-call services, such as the El Dorado Park West Site Prep and El Dorado Park Turf Installation projects, for the City including:</p> <p><u>HUD Section 3 Monitoring</u></p> <ul style="list-style-type: none"> Monitoring Section 3 and EEO Requirements Preparing HUD Reports <p><u>Davis Bacon Monitoring</u></p> <ul style="list-style-type: none"> Monitoring Certified Payroll Performing Jobsite Visits Attending Pre-Construction Meetings Handling Violations Monitoring Apprenticeship Standards Data Collection and Maintenance Reporting
<p>Los Angeles Department of Public Works (LADPW) Robert Eisenhamer Associate Civil Engineer (626) 458-3155 reisenha@dpw.lacounty.gov</p> <p>December 2016 to December 2020</p> <p>Staff Participation:</p> <ul style="list-style-type: none"> Sylvia Linn Stephannie Gabaldon 	<p>Labor Compliance Services GCAP was selected by LADPW to provide on-call labor compliance services in accordance with local, State and federal requirements, such as for the Del Mar Bridged Replacement project. Under this project, GCAP provided the following services:</p> <ul style="list-style-type: none"> Certified payroll review Jobsite/field interviews Verification of apprentice requirements Fringe benefit reconciliation
LAE Associates	Labor Compliance Services

Fred Alamolhoda, P.E.
President
(714) 993-2840
freda@laeassociates.com

August 2016 to Present

Staff Participation:

- Sylvia Linn
- Stephannie Gabaldon

GCAP was selected by LAE Associates, a construction management firm, to perform labor compliance monitoring for the Pedestrian Improvements around the Arcadia Gold Line Station project. The Section 3 project included installation of ADA compliant curb ramps, and sidewalk improvements. Our project team provided the following services:

- ❖ Certified Payroll Review
 - Reconciliation between Daily Reports and payroll documents
 - Verification of the required certified payroll reporting requirements.
 - Review Non-Standard Deductions and Supporting Documents
 - Verification of Apprenticeship Requirements
 - Verification of Trust Funds Payments & 3rd Party Benefits
 - Develop monthly report summarizing discrepancies and discuss status with client.
- ❖ Section 3 HUD Act Economic Enforcement Regulations, Worker Data Collection, Eligibility and Provisions. Section 3 Summary Report HUD Form (60002).

Fee Schedule/Cost Proposal

As required by the RFP, please find our fee schedule/cost proposal separately attached.



PROPOSAL FOR LABOR COMPLIANCE SERVICES CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21-22

March 16, 2022

Submitted to:

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

Submitted by:

Michael Baker

I N T E R N A T I O N A L

3760 Kilroy Airport Way
Suite 270
Long Beach, Ca 90806
Phone: 562-200-7169

March 16, 2022

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

**SUBJECT: LABOR COMPLIANCE SERVICES FOR THE
CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 21/22**

Dear Mr. Roldan:

Michael Baker International (Michael Baker) is pleased to submit this proposal to provide labor compliance monitoring and enforcement services to the City of Huntington Park for the Community Development Block Grant (CDBG) funded CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22 (Project). Michael Baker is a leading global provider of engineering, planning, and other consulting services. With its acquisition of Pacific Municipal Consultants (PMC) in 2015, the firm is now able to offer a full complement of community development services to its clients, including labor standards compliance monitoring. This proposal is based on the information in the City's Request for Proposal (RFP), as well as our familiarity with applicable federal and state regulations and our considerable experience in administering labor standards compliance monitoring for cities across California, particularly for cities like Huntington Park that receive CDBG funds from the U.S. Department of Housing and Urban Development (HUD).

Michael Baker is proposing to provide all of the services required for the monitoring and enforcement of the City's Project to ensure compliance with Davis-Bacon Act, state prevailing wage, and Section 3 requirements at costs that fall within the activity delivery fees allowed by HUD for such services. Damien Delany, our designated Project Manager, is extremely well qualified to serve the City in this capacity. He has provided labor compliance monitoring services to cities throughout the state of California. Under Damien's direction, Ms. Sandra Lee will serve as the day-to-day Point of Contact for the Project. Ms. Lee has been commended by the Los Angeles County Development Authority for the organization and completeness of her labor compliance files.

We believe that our proposal is fully responsive to the City's RFP and that the services being offered by Michael Baker International will fulfill the City's needs in a comprehensive, well-integrated, and cost-effective manner. The proposal has been signed by our Associate Vice President, William Hoose, who has the authority to bind the firm to proposals and execute agreements.

We sincerely appreciate the opportunity to submit this proposal and look forward to providing labor standards compliance monitoring and enforcement services to the City of Huntington Park. If you have any questions regarding this proposal, please contact Sandra Lee at (562) 753-2833 or sandra.lee@mbakerintl.com.

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.

Sincerely,



William Hoose, AICP
Associate Vice President

1. FIRM'S BACKGROUND

Michael Baker International, Inc. is incorporated in the State of Pennsylvania as of 1940. We have been doing business in and have properly registered with the California Secretary of State since the 1980's. Michael Baker is a leading global provider of engineering, planning, and other consulting services. The firm offers a comprehensive range of innovative services and solutions to support Federal, State, and municipal government agencies and other diverse clients. Michael Baker has over 90 offices throughout the U.S. and internationally, including 12 in California. For a full list of offices, the City is invited to visit our website at www.mbakerial.com. Michael Baker employs 3,509 staff nationally with 40 employees working out of our Long Beach and Los Angeles offices.

Michael Baker houses highly skilled staff members who hold up to 24 years of experience in performing Labor Compliance and Local and Targeted Worker Hiring Program monitoring for public agencies such as cities, counties, and housing authorities. Michael Baker understands that Federal and State laws, labor codes and regulations affect the enforcement of the agency's policy. With this understanding and the knowledge of how-to-enforce, Michael Baker has successfully enforced and monitored the contractual requirements and goals of contractors of all tiers.

For 80 years, Michael Baker has provided excellent consulting services to local, State, Federal and international clients. Several years ago, Michael Baker acquired Pacific Municipal Consultants (PMC). PMC was a recognized leader in the provision of comprehensive municipal services to clients across California and elsewhere since 1995. As a result of this acquisition, Michael Baker can now offer its clients a full array of community development services, including labor compliance monitoring, in addition to its extensive construction management, urban and environmental planning and engineering capabilities. Michael Baker has assisted public agencies with the monitoring of Prevailing Wage compliance for public works projects using Federal, State, and/or local funding sources.

Labor Compliance Monitoring Services

- Administration of Davis-Bacon Act and state prevailing wage law compliance monitoring
- Preparation and review of bid documents
- Training contractors and staff on Section 3 compliance
- Prevailing wage compliant documentation and investigation
- Verification of income levels and ethnicity
- Prevailing wage-related file collection and organization
- Verification of prime and subcontractor eligibility
- Documentation and facilitation of preconstruction conferences
- Verification of apprentices for state and federal registration
- Change order consultation
- Construction site visits and prevailing wage interviews

2. QUALIFICATIONS AND EXPERIENCE OF ASSIGNED PERSONNEL

Mr. Damien Delany is a Principal Planner and the Lead for Housing and Community Development Services and has 30 years of experience in the grant administration, project management field, and monitoring of Davis Bacon Act and State prevailing wage compliance. He has overseen or personally managed the operation of federally funded grants and construction programs for 14 California cities, working with a variety of agencies. He has been trained by HUD and has represented many cities as they were audited by HUD auditors. He will serve as the Project Manager overseeing the overall Labor Compliance services and serve as a Technical Advisor on all difficult matters that may arise. Mr. Delany is particularly well qualified to serve in this capacity with 30 years of experience administering State and Federal grant funded HUD programs. He has led many projects from the design phase to the successful completion of construction and subsequent audit by various funding agencies. Mr. Delany will be providing overall supervision of the services to be provided by the Labor Compliance Officer.

Mr. Delany will be working out of our Long Beach office located at 3760 Kilroy Airport Way, Suite 270, Long Beach, CA 90806.

Ms. Sandra Lee will be the designated Labor Compliance Officer who will be enforcing and monitoring the labor compliance requirements and Section 3 contractual goals of the Project. Ms. Lee has over 10 years of experience in enforcing and monitoring contract compliance of public works projects throughout California. She has worked with cities, counties, and housing authorities and have built lasting relationships with her clients. She has successfully enforced Labor Compliance requirements for various public works projects throughout California, monitored Local Jobs Programs for City of Los Angeles projects and the Local and Targeted Worker Hiring Programs for County of Los Angeles projects. She has assisted contractors to meet and exceed their Section 3 Hiring goals with federally funded public works projects. Ms. Lee has achieved timely compliance close-outs for all the projects that she has monitored. Michael Baker would like to highlight one of Ms. Lee's greatest achievements to reflect her capabilities; she has successfully enforced and monitored Labor Compliance and Section 3 requirements of 76 contractors in one project. She has also provided effective services to a public works project that was \$1.1 billion in size.

Ms. Lee will be working out of our Long Beach office located at 3760 Kilroy Airport Way, Suite 270, Long Beach, CA 90806.

3. PROJECT APPROACH AND UNDERSTANDING

Michael Baker understands that the City of Huntington Park (City) is seeking qualified consulting professionals who will monitor and enforce labor compliance and Section 3 requirements of the CDBG-funded Street Reconstruction Project for FY 2021 – 2022. The project consists of 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. The project is also subject to Greenbook standards and Public Contracting Code procurement requirements.

The project estimates to start by April 2022 and be completed by October 2022, anticipating about 146 working days to complete. Being CDBG-funded, and based on the estimated construction cost, the project is required to comply with the Davis-Bacon and related acts and Section 3 requirements. Therefore, the City is seeking the services of a qualified and experienced consultant to provide labor standards compliance and Section 3 monitoring services to ensure that all applicable federal and state labor standards requirements are met. It is with this understanding of the project that Michael Baker has prepared the technical approach that follows.

Task 1. Pre-Construction

Michael Baker will assist the City with preparing the applicable project award documents that conform with the standards of the Office of Federal Contract Compliance Programs and the HUD CDBG guidelines.

During the bid evaluation phase, Michael Baker staff will ensure that the contractors are considered responsive before advising the award of a contract and scheduling a preconstruction meeting. Michael Baker staff will also verify that the contractors are state licensed and bonded, maintain applicable workers compensation, and do not appear on the list of parties excluded from federal procurement or non-procurement programs.

During the preconstruction meeting, Michael Baker staff will highlight any important labor standards requirements and disclose any changes or amendments to the requirements. Michael Baker will assist the contractors with the pre-construction compliance forms and ensure that the compliance forms reflect satisfactory level of information.

Deliverables: *Applicable contract award documents, applicable prevailing wage decision, Section 3 Bid Evaluation, and Welcome Package.*

Task 2. Construction

Certified Payroll Reporting – Michael Baker will collect and review weekly payrolls from each contractor on the project, this will include all lower tier subcontractors. Michael Baker will ensure that payrolls have been properly completed and reflect correct information such as trade/classification and group/period number, appropriate wage rates, fringes, and deductions. To reconcile craft hours, Michael Baker may also collect and review payroll supporting documents such as inspector logs, daily job logs, timesheets, and sign-in sheets.

Michael Baker will ensure that all contractors are employing and working apprentices in ratios that conform to the apprenticeship regulations. For each apprentice reported on payroll, documentation will be obtained to prove apprentices and trainees are registered with an approved apprenticeship program and hold current status throughout the construction phase of project.

Weekly Payroll Log – Michael Baker will update this log to track the trades, wages, weekly labor hours, and Section 3 Worker and Targeted labor hours. This log will serve as a tool to track payroll information and status of the applicable contractor's status of the Section 3 contractual goals.

Section 3 Worker and Targeted Worker Certifications – Michael Baker will collect and verify certifications for each craftworker listed on the applicable contractor payrolls. Michael Baker will verify if each craftworker is qualified to be counted towards the project-wide and Contractor-specific goals.

Site Visits – Michael Baker will conduct verifications of contractors working onsite. We will keep a log of verifications to confirm that all contractors are submitting labor compliance documents and payrolls. Michael Baker will also conduct weekly onsite craftworker interviews to ensure that craftworkers feel that they are being paid the appropriate wage rate and fringes for their trade/classification. Michael Baker will conduct follow-up interviews with the same craftworkers to confirm that the wages/fringes being paid are no less than the applicable wage determination. Michael Baker will also verify that the required federal and state employee posters and DBA wage rates are posted onsite.

Status Report – Michael Baker will provide a monthly Labor Compliance Status Report that will outline each contractor's compliance status with the project. Report will contain detailed description of contractors' delinquencies, discrepancies (suspected violation), clearance of issues and recommendation for payment withhold for outstanding discrepancy/delinquencies. Payment withhold will be recommended when a contractor fails to respond and submit documents in a timely manner.

Additional Reports – Michael Baker will prepare the Semi-Annual and Annual HUD reports on behalf of the City.

Progress Meetings – Michael Baker will participate in progress meetings to provide status report of overall project compliance status and contractor-specific compliance status.

Project Compliance Files – All written documentation provided by Michael Baker for the purpose of labor compliance and Section 3 reporting to the City will be concise and organized in a manner that will be easily understood. All files related to the assigned project will be organized and ready to submit at the request from the City.

Deliverables: *Project Compliance Files – originals and electronic copies, Weekly Payroll Log, Section 3 Reporting and Certifications, Craftworker Interview forms, and Labor Compliance Status Reports.*

Task 3. Post-Construction

Once the construction has been completed, Michael Baker will work with contractors to properly close out their labor compliance and Section 3 requirements with the Project. If any issues arise during the time of compliance close-out, Michael Baker will notify the City. Michael Baker will work with contractors to remedy issues and assist contractors to submit their final compliance documents in a timely manner.

Michael Baker will advise the City when the labor compliance requirements have been satisfied and work with City in support of retention payment to the contractor.

Once the labor compliance files are complete, Michael Baker will prepare a HUD Audit Files that will contain the necessary compliance documents to satisfy the HUD's project compliance files guidelines. If it is requested by the City, Michael Baker will present the labor compliance files during the audit and walk the auditor through the entire project files and answer any questions. If the auditor requests any additional documentation, Michael Baker will gather the information and submit it to the auditor for final file review approval. Once final approval is received, Michael Baker will deliver the entire labor compliance files to the City by the desired method of delivery.

In adhering to the RFP's Approach and Understanding, Michael Baker will provide labor compliance and Section 3 monitoring in a manner that minimizes the demands placed on the City staff.

Deliverables: *Project Labor Compliance Files, Section 3 Final Reports, HUD Audit Files, Semi-Annual Labor Standards Enforcement Report, Annual Report of Contract and Subcontract Activity.*

4. PROPOSED PERSONNEL



Damien Delany
Project Manager

Mr. Delany is a Principal Planner and the Lead for Housing and Community Development Services. Mr. Delany has 30 years of experience in the grant administration and project management field. He has overseen or personally managed the operation of federally funded grants and construction programs for 14 California cities, working with a variety of agencies. He has been trained by HUD and has represented many cities as they were audited by HUD auditors. He will serve as the Project Manager overseeing the overall Labor Compliance services and serve as a Technical Advisor on all difficult matters that may arise. Mr. Delany is particularly well qualified to serve in this capacity with 30 years of experience administering State and Federal grant funded HUD programs.

Professional Affiliations

- National Association of Housing and Redevelopment Officials

Training/Seminars

- IDIS Reporting
- Basically CDBG
- Building HOME Partnership Training

Education

- Masters Certificate in Applied Project Management, Villanova University, Villanova, PA
- B.S., Regional Development and Urban Planning, University of Arizona

Project Experience

While working for Michael Baker International and Willdan Engineering, Mr. Delany's experience in the field of community development has included the following:

City of Montebello. Project Manager for Labor Compliance on new State Bond funded Hilton Home2Suites Hotel project. Responsible for overseeing the submittal, and review of the certified payroll records. Worked as the liaison between the City and the Contractor providing Labor Compliance reports, requesting restitutions, and overseeing audits. Responsible for administering the City's annual CDBG grant received from HUD and assisting with the implementation of CDBG-funded activities.

City of Redondo Beach. Serving as the Project Manager for Labor Compliance monitoring for multiple Federal-funded projects. Responsible for assisting City staff with bid document review and creation, training City Staff and Contractors about Davis-Bacon requirements and recommending payment withholding for non-compliance.

City of Fresno. Responsible for managing the City's Homeless Community Initiatives. This includes overseeing the labor compliance aspect of the CDBG-funded homeless construction projects.

Orange County Public Works. Responsible for managing the labor compliance aspect of a bridge replacement project and a levee reinforcement project. Provided labor compliance reports and clarifications to contractors' questions regarding the requirements. Performed training to Orange County Public Works staff and coordinated with prime contractor on how to resolve the non-compliance issues from subcontractors.

City of South San Francisco. Responsible for managing the labor compliance aspect of the CDBG-funded construction projects. Overseeing the bid preparation and delegation of certified payroll record review.

City of Norwalk. Responsible for managing the labor compliance aspect of CDBG and Cal-trans funded construction projects. Overseeing the bid preparation and delegation of employee interviews, Section 3 monitoring, DBE monitoring and contractor eligibility.

**Sandra Lee****Training/Seminars:**

Contract Compliance
Administration by Association
of Construction Compliance

Prevailing Wages by the
Department of Labor, Wage
and Hour Division

HUD Section 3 Training by
the Department of Housing
and Urban Development

Team Member since 2019

Ms. Lee will serve as the Labor Compliance Officer to the City of Huntington Park. She will provide daily monitoring of each contractor's compliance requirements on the assigned project. She has successfully enforced Labor Compliance requirements for various public works projects throughout California, monitored Local Jobs Programs for City of Los Angeles projects and the Local and Targeted Worker Hiring Programs for County of Los Angeles projects. She has assisted contractors to meet their Local and Targeted Worker or Section 3 contractual goals with federally funded public works projects. Ms. Lee has achieved timely compliance close-outs for all the projects that she has monitored.

Education

Business Administration, Contract Compliance, Morgan State University, Baltimore, MD

Relevant Experience

Berths 167-169 Oil Terminal , Port of Los Angeles. Jobs Coordinator – Enforce and monitoring of the Port of Los Angeles Project Labor Agreement. Develop and provide effective Local and Targeted Worker hiring strategies to contractors so that they may meet/exceed their contractual goals. Responsible of monthly and project-end reporting of contractor-specific and project-wide PLA requirements and goals.

City of Culver City. Served as the Labor Compliance Officer for the State-funded Realignment of Streets and Stormwater Treatment Pipes Project. Monitored compliance requirements of a total of 28 contractors.

City of El Monte. Serving as the Labor Compliance Officer for various State-funded Water Main Replacement Project. Monitoring labor standards and Continuity Workforce Agreement requirements of contractors.

City of Lawndale. Serving as the Labor Compliance Officer for the CDBG-funded projects. Monitoring Labor Compliance and Section 3 requirements of all contractors. Update and submit semi-annual and annual New Hire reporting to HUD on behalf of City. Representing the City at Los Angeles Community Development Authority file review.

City of Norwalk. Serving as the Labor Compliance Officer for the CDBG Local Streets Rehabilitation Project. Monitoring Labor Compliance and Section 3 requirements of contractors.

City of Redondo Beach. Serving as the Labor Compliance Officer for the CDBG-funded Street Improvements Project. Responsibilities in conducting employee interviews, reviewing certified payroll reports, and monitoring Section 3 and apprentice requirements. To represent the City at HUD Audit.

City of Torrance. Serving as the Labor Compliance Officer for the CDBG- funded projects. Monitoring labor compliance and Section 3 requirements of all contractors. Reporting to the County of Los Angeles County Development Authority on behalf of the City.

City of Union City. Serving as the Labor Compliance Officer for various CDBG -funded projects. Monitoring Section 3 requirements for all contractors. Update and submit semi-annual and annual New Hire reporting to HUD on behalf of City.

Housing Authority of City of Benicia. Serving as the Labor Compliance Officer for the CDBG -funded Public Housing Rehabilitation Project. Monitoring Labor Compliance and Section 3 requirements of all contractors. Will be representing the Housing Authority at HUD Audit.

5. REFERENCES

Please see the following pages for references from the following public agencies for services that are performed to similar projects.

- City of Norwalk – Public Works Department
- City of Rancho Palos Verdes – Public Works Department
- Los Angeles County Development Authority – Authority of Community Development Block Grant funded public works projects of participating cities.

PUBLIC AGENCY REFERENCE


RE: Michael Baker International Performance on Similar Project

Reference Information	CIP Project No. 7923
Full Name and Title:	Rosio Medina, Management Analyst
Name of Public Agency:	City of Norwalk
Phone Number:	(562) 929-5952
Email Address:	rmedina@norwalkca.gov

Description of Services Provided and Service Term:
Monitoring of federal labor standards, state labor standards and labor codes, Section 3 reporting and contractual goals of applicable contractors, prevailing wages and payments of fringes, apprenticeship hiring requirements, local goals, prepared and participated in LA County and HUD Project Compliance File Reviews.

Please answer the following questions regarding Michael Baker's performance.	Response		Comments
	Yes	No	
Did the service delivered by this firm meet the project specifications?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All specifications of the agreement were completed; follow up compliance was also met.
Were you satisfied with timeliness of service delivery?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project was completed within the allotted time.
Were you satisfied with the overall performance of this firm?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Consultant is very knowledgeable of all federal regulations and procedures.
Would you recommend this firm?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Consultant is great to work with.


Signature


Date


PUBLIC AGENCY REFERENCE

RE: Michael Baker International Performance on Similar Project

Reference Information
Full Name and Title: <i>SEAN LOPEZ , ASSISTANT ENGINEER</i>
Name of Public Agency: <i>RANCHO PALOS VERDES PUBLIC WORKS</i>
Phone Number: <i>(310) 544-5333</i>
Email Address: <i>slopez@rpvca.gov</i>

Description of Services Provided and Service Term:
Monitoring of federal labor standards, state labor standards and labor codes, Section 3 reporting and contractual goals of applicable contractors, prevailing wages and payments of fringes, apprenticeship hiring requirements, local goals, prepared and participated in LA County and HUD Project Compliance File Reviews.

Please answer the following questions regarding Michael Baker's performance.	Response		Comments
	Yes	No	
Did the service delivered by this firm meet the project specifications?	<i>X</i>		<i>Michael Baker was very thorough in their service</i>
Were you satisfied with timeliness of service delivery?	<i>X</i>		
Were you satisfied with the overall performance of this firm?	<i>X</i>		
Would you recommend this firm?	<i>X</i>		


Signature

3/4/2022
Date

Lee, Sandra

From: Jeffrey Badre <Jeffrey.Badre@lacda.org>
Sent: Thursday, March 10, 2022 1:54 PM
To: Lee, Sandra
Subject: EXTERNAL: RE: Michael Baker International: eference Statement

Hello,

My name is Jeffrey Badre, CDBG Contract Manager at the Los Angeles County Development Authority (LACDA). My experience working with Ms. Sandra Lee has been excellent. Ms. Lee organizes, prepares and manages CDBG Labor Compliance requirements for the cities she represents in an professional and proficient manner, from bid document preparation to construction completion. Ms. Lee is exceptional in responding to requests for information or documentation and working to ensure compliance with project funding requirements. It has been and is a pleasure working with Ms. Lee.

Sincerely,

Jeffrey Badre, CDBG Contract Manager (*pronouns: he/him/his*)
Community Development Division - Contract Management Unit
Los Angeles County Development Authority
700 W. Main Street
Alhambra, CA 91801
Phone: (626) 586-1719
Fax: (626) 943-3838
www.lacda.org



From: Jeffrey Badre
Sent: Monday, March 7, 2022 8:25 AM
To: Lee, Sandra <Sandra.Lee@mbakerintl.com>
Subject: RE: Michael Baker International: Request for Reference Statement

Hi Sandra,

Yes, I can and will. My pleasure. Let me put a few words together and send over shortly.

Sincerely,

Jeffrey Badre, CDBG Contract Manager (*pronouns: he/him/his*)
Community Development Division - Contract Management Unit
Los Angeles County Development Authority
700 W. Main Street
Alhambra, CA 91801
Phone: (626) 586-1719
Fax: (626) 943-3838
www.lacda.org





CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 5, 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:

REJECT ALL BIDS RECEIVED FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22 IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Reject all bids for CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 in accordance with Public Contract Code Section 22038(a)(1);
2. Authorize staff to modify the project scope of work in conformance with all applicable engineering standards; and
3. Authorize the Public Works Department to re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 21, 2021, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for 2021-01 SB1 CDBG Street Reconstruction Project FY 2021-22 (Project). The two roadway segments in the table below were chosen for street pavement resurfacing.

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 NIB was published twice on February 22, 2022 and March 9, 2022, in a newspaper of general circulation per the Community Development Block Grant (CDBG) requirements. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards. A bid opening was held on March 24, 2022, where the City Clerk opened and read three (3) bids. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

REJECT ALL BIDS RECEIVED FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22 IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

April 5, 2022

Page 2 of 3

Bidder (lowest bid first)	Total Bid Shown on Bidder's Proposal
Palp, Inc. dba Excel Paving	\$4,778,297.81
Hardy & Harper	\$6,250,000.00
Sully-Miller	\$6,792,114.00

Staff analyzed the bids received (Attachment 1) and after reviewing the bid proposals, the recommendation is to reject all bids due to the bids significantly exceeding the engineer's estimate and the budgeted amount. Additionally, Palp, Inc. dba Excel Paving has requested a withdrawal of their bid.

The advantages to rejecting all bids and re-advertising the project is that re-bidding may increase the number of participants as the fiscal year comes to an end and provides staff with an opportunity to hold a pre-job walk meeting and have additional discussions with the bidders to find out what risks or uncertainties they may have seen in the project that caused the bid prices to be substantially higher than the engineer's estimate.

Staff recommends re-advertising the project. Below is a tentative bid schedule:

NIB issued and posted:	April 8, 2022
Request for Information (RFI):	April 28, 2022 at 2:00 pm
Answers to RFIs:	May 2, 2022 at 5:00 pm
Bid opening date:	May 9, 2022 at 2:00 pm
Contract awarded by City Council:	May 17, 2022

Upon authorization from the City Council to re-advertise the project, Public Works staff will upload the plans and specifications to the City's website and provide the City Clerk's Office with the revised NIB to be published in a newspaper of general circulation.

LEGAL REQUIREMENT

The City has adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud and corruption in the awarding of public contracts.

Government Code Section 830.6 provides, "Neither a public entity nor a public employee is liable ... for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body ... or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously approved"

The City Council's adoption of the PS&E on December 21, 2021 provided the nexus to comply with Government Code Section 830.6. The intent of Section 830.6 is to prevent a judge or jury from second-guessing discretionary approvals made by the public agency

REJECT ALL BIDS RECEIVED FOR CIP 2021-01 SB1 CDBG STREET RECONSTRUCTION PROJECT FY 2021-22 IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)

April 5, 2022

Page 3 of 3

and its employees regarding a plan or design for a construction project. Staff's recommendation is for the slight modification of the PS&E as discussed in the recommendation and to authorize staff to formally rebid the project.

The City Clerk's Office shall publish the NIB and shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published twice in the minimum period of twenty-one (21) calendar days before the date of opening the bids in a newspaper of general circulation per Public Contract Code Section 22037.

FISCAL IMPACT/FINANCING

The bids received on March 24, 2022 exceeded the total budgeted amount. Slight modifications of the project specifications and plans will assist in reengineering a more cost-effective approach to complete the project. There is no fiscal impact associated with the rejection of the bids, though there is a minimal cost of approximately \$500 associated with the republishing of the NIB.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Bid Results
2. Excel Paving Withdrawal of Bid

Attachment 1

City of Huntington Park
CIP 2021-01 SB1 CDBG Street Reconstruction Project FY 21/22
March 24, 2022

Base Bid				Engineer's Estimate		Excel Paving		Hardy & Harper		Sully-Miller	
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1a	Mobilization/ Demobilization (Not to exceed 3% of total of all	LS	1	\$ 89,000.00	\$ 89,000.00	\$ 123,000.00	\$ 123,000.00	\$ 160,000.00	\$ 160,000.00	\$ 181,710.47	\$ 181,710.47
2a	Provide Traffic Control	LS	1	\$ 126,000.00	\$ 126,000.00	\$ 354,000.00	\$ 354,000.00	\$ 727,642.85	\$ 727,642.85	\$ 405,220.00	\$ 405,220.00
3a	Sawcut and Remove Existing Concrete Sidewalk	SF	3,903	\$ 3.00	\$ 11,709.00	\$ 3.00	\$ 11,709.00	\$ 4.00	\$ 15,612.00	\$ 4.00	\$ 15,612.00
4a	Sawcut and Remove Existing Concrete Curb and Gutter	LF	227	\$ 22.00	\$ 4,994.00	\$ 34.00	\$ 7,718.00	\$ 40.00	\$ 9,080.00	\$ 15.00	\$ 3,405.00
5a	Sawcut and Remove Existing Concrete Driveway	SF	283	\$ 6.00	\$ 1,698.00	\$ 4.00	\$ 1,132.00	\$ 10.00	\$ 2,830.00	\$ 7.00	\$ 1,981.00
6a	Sawcut and Remove Existing Concrete Curb Ramp	EA	34	\$ 900.00	\$ 30,600.00	\$ 800.00	\$ 27,200.00	\$ 2,500.00	\$ 85,000.00	\$ 670.00	\$ 22,780.00
7a	Cold Mill Existing Asphalt Concrete (AC) Pavement (1 5/8" to	SF	131,402	\$ 0.30	\$ 39,420.60	\$ 0.22	\$ 28,908.44	\$ 0.25	\$ 32,850.50	\$ 0.40	\$ 52,560.80
8a	Cold Mill Existing Asphalt Concrete (AC) Pavement (2.5"	SF	44,147	\$ 0.34	\$ 15,009.98	\$ 0.41	\$ 18,100.27	\$ 0.45	\$ 19,866.15	\$ 0.50	\$ 22,073.50
9a	Cold Mill Existing Asphalt Concrete (AC) Pavement (3" Depth)	SF	158,093	\$ 0.45	\$ 71,141.85	\$ 0.48	\$ 75,884.64	\$ 0.50	\$ 79,046.50	\$ 0.50	\$ 79,046.50
10a	Prune Root Existing Tree and Install Root Barrier	EA	11	\$ 900.00	\$ 9,900.00	\$ 480.00	\$ 5,280.00	\$ 700.00	\$ 7,700.00	\$ 480.00	\$ 5,280.00
11a	Construct Concrete 4" Thick Sidewalk	SF	3,903	\$ 6.00	\$ 23,418.00	\$ 14.00	\$ 54,642.00	\$ 7.00	\$ 27,321.00	\$ 9.00	\$ 35,127.00
12a	Construct Concrete Curb & Gutter	LF	245	\$ 65.00	\$ 15,925.00	\$ 68.00	\$ 16,660.00	\$ 60.00	\$ 14,700.00	\$ 68.00	\$ 16,660.00
13a	Construct Concrete Driveway	SF	283	\$ 10.00	\$ 2,830.00	\$ 22.00	\$ 6,226.00	\$ 15.00	\$ 4,245.00	\$ 28.00	\$ 7,924.00
14a	Construct Concrete Curb Ramp	EA	34	\$ 3,000.00	\$ 102,000.00	\$ 4,500.00	\$ 153,000.00	\$ 4,000.00	\$ 136,000.00	\$ 4,562.00	\$ 155,108.00
15a	Furnish and Install Detectable Warning Surface	EA	6	\$ 750.00	\$ 4,500.00	\$ 900.00	\$ 5,400.00	\$ 2,000.00	\$ 12,000.00	\$ 847.00	\$ 5,082.00
16a	Provide and Place Crushed Miscellaneous Base (CMB)	TON	21	\$ 65.00	\$ 1,365.00	\$ 200.00	\$ 4,200.00	\$ 150.00	\$ 3,150.00	\$ 218.00	\$ 4,578.00
17a	Construct 1" Thick Leveling Course	TON	956	\$ 90.00	\$ 86,040.00	\$ 112.00	\$ 107,072.00	\$ 120.00	\$ 114,720.00	\$ 145.00	\$ 138,620.00
18a	Construct 1.5" Thick Conventional AC Overlay (C2-PG 64-10)	TON	400	\$ 100.00	\$ 40,000.00	\$ 92.00	\$ 36,800.00	\$ 95.00	\$ 38,000.00	\$ 132.00	\$ 52,800.00
19a	Construct 2" Thick Conventional AC Overlay (C2-PG 64-10)	TON	7,396	\$ 100.00	\$ 739,600.00	\$ 96.00	\$ 710,016.00	\$ 95.00	\$ 702,620.00	\$ 113.00	\$ 835,748.00
20a	Construct 4" Thick Conventional AC Overlay (C2-PG 64-10)	TON	666	\$ 100.00	\$ 66,600.00	\$ 99.00	\$ 65,934.00	\$ 95.00	\$ 63,270.00	\$ 122.00	\$ 81,252.00
21a	Construct Tapered 2 3/8"-4" Thick Conventional AC	TON	762	\$ 100.00	\$ 76,200.00	\$ 99.00	\$ 75,438.00	\$ 95.00	\$ 72,390.00	\$ 154.00	\$ 117,348.00
22a	Provide and Place Paving Fabric	SF	44,147	\$ 1.00	\$ 44,147.00	\$ 0.38	\$ 16,775.86	\$ 3.00	\$ 132,441.00	\$ 0.45	\$ 19,866.15
23a	Adjust Existing Storm Drain/ Sewer/Utility	EA	21	\$ 750.00	\$ 15,750.00	\$ 800.00	\$ 16,800.00	\$ 1,200.00	\$ 25,200.00	\$ 1,195.00	\$ 25,095.00
24a	Furnish and Install New Metal Hand Railing for Curb Ramp	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 5,000.00	\$ 15,000.00	\$ 6,500.00	\$ 19,500.00	\$ 1,500.00	\$ 4,500.00
25a	Adjust Existing Traffic Signal Pull Box and Cover to Finished	EA	2	\$ 450.00	\$ 900.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
26a	Furnish and Install Traffic Signal Loop Detectors, Type E	EA	118	\$ 300.00	\$ 35,400.00	\$ 325.00	\$ 38,350.00	\$ 350.00	\$ 41,300.00	\$ 375.00	\$ 44,250.00
27a	Replace and Relocate Traffic Signal Pull Box	EA	3	\$ 3,500.00	\$ 10,500.00	\$ 4,000.00	\$ 12,000.00	\$ 10,000.00	\$ 30,000.00	\$ 4,000.00	\$ 12,000.00
28a	Install Traffic Striping, Markings, Curb Painting, and Signs	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 134,000.00	\$ 134,000.00	\$ 150,000.00	\$ 150,000.00	\$ 132,793.00	\$ 132,793.00
29a	Provide Construction Survey, Re-establish Survey	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 36,000.00	\$ 36,000.00	\$ 40,000.00	\$ 40,000.00	\$ 35,880.00	\$ 35,880.00
30a	Install Public Improvement Project Signs	EA	6	\$ 850.00	\$ 5,100.00	\$ 900.00	\$ 5,400.00	\$ 2,000.00	\$ 12,000.00	\$ 3,963.00	\$ 23,778.00
31a	Provide Erosion Control and BMPs	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 38,000.00	\$ 38,000.00	\$ 20,000.00	\$ 20,000.00	\$ 35,937.00	\$ 35,937.00
32a	Remove Existing Fire Hydrant Assembly and Service Line and	EA	11	\$ 11,000.00	\$ 121,000.00	\$ 22,000.00	\$ 242,000.00	\$ 27,500.00	\$ 302,500.00	\$ 34,345.00	\$ 377,795.00
33a	Remove Existing Water Meter Box and Service Line and	EA	92	\$ 1,800.00	\$ 165,600.00	\$ 6,000.00	\$ 552,000.00	\$ 6,700.00	\$ 616,400.00	\$ 6,557.00	\$ 603,244.00
35a	Furnish and Replace Existing 4" Service Line with 4" New	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 23,000.00	\$ 23,000.00	\$ 20,000.00	\$ 20,000.00	\$ 27,000.00	\$ 27,000.00
37a	Remove Existing Valve Can and Cover	EA	65	\$ 1,000.00	\$ 65,000.00	\$ 200.00	\$ 13,000.00	\$ 2,200.00	\$ 143,000.00	\$ 900.00	\$ 58,500.00
38a	Furnish & Install New 4" D.I Resilient- Wedge Valve	EA	6	\$ 1,500.00	\$ 9,000.00	\$ 6,000.00	\$ 36,000.00	\$ 14,000.00	\$ 84,000.00	\$ 15,750.00	\$ 94,500.00
39a	Furnish & Install New 6" D.I Resilient- Wedge Valve	EA	26	\$ 1,800.00	\$ 46,800.00	\$ 6,300.00	\$ 163,800.00	\$ 12,000.00	\$ 312,000.00	\$ 16,420.00	\$ 426,920.00
40a	Furnish & Install New 8" D.I Resilient- Wedge Valve	EA	12	\$ 1,800.00	\$ 21,600.00	\$ 8,000.00	\$ 96,000.00	\$ 14,000.00	\$ 168,000.00	\$ 20,200.00	\$ 242,400.00
41a	Furnish & Install New 10" D.I Resilient- Wedge Valve	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 9,600.00	\$ 9,600.00	\$ 19,000.00	\$ 19,000.00	\$ 22,200.00	\$ 22,200.00
42a	Furnish & Install New 12" D.I Resilient-Wedge Valve	EA	22	\$ 2,000.00	\$ 44,000.00	\$ 9,000.00	\$ 198,000.00	\$ 17,000.00	\$ 374,000.00	\$ 22,100.00	\$ 486,200.00
43a	Furnish & Install New 16" D.I Resilient-Wedge Valve	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 18,000.00	\$ 54,000.00	\$ 35,000.00	\$ 105,000.00	\$ 33,000.00	\$ 99,000.00
44a	Furnish and Replace Existing 4" F.S. Line	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00	\$ 36,000.00	\$ 19,000.00	\$ 57,000.00	\$ 17,500.00	\$ 52,500.00
45a	Furnish and Replace Existing 3" F.S. Line and 4" GV with 4"	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 11,000.00	\$ 11,000.00	\$ 19,000.00	\$ 19,000.00	\$ 16,750.00	\$ 16,750.00
46a	Construct Cured-In-Place Pipe (CIPP) Lining of 8" Sewer Pipe	LF	4,983	\$ 105.00	\$ 523,215.00	\$ 36.00	\$ 179,388.00	\$ 45.00	\$ 224,235.00	\$ 41.00	\$ 204,303.00
47a	Remove and Construct 8" VCP Sewer Main (Open Trench)	LF	371	\$ 1,850.00	\$ 686,350.00	\$ 520.00	\$ 192,920.00	\$ 500.00	\$ 185,500.00	\$ 1,000.00	\$ 371,000.00
48a	Remove and Construct Sewer lateral and Connect to Main	EA	13	\$ 10,000.00	\$ 130,000.00	\$ 22,000.00	\$ 286,000.00	\$ 8,000.00	\$ 104,000.00	\$ 32,000.00	\$ 416,000.00
49a	Provide Soil and Pavement Testing Services as Directed by	LS	1	\$ 14,880.00	\$ 14,880.00	\$ 14,880.00	\$ 14,880.00	\$ 14,880.00	\$ 14,880.00	\$ 14,880.00	\$ 14,880.00
					\$ 3,598,493.43		\$ 4,311,234.21		\$ 5,550,000.00		\$ 6,090,207.42
1b	Mobilization/ Demobilization (Not to exceed 3% of total of all	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,600.00	\$ 20,600.00
2b	Provide Traffic Control	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 12,000.00	\$ 12,000.00	\$ 79,518.80	\$ 79,518.80	\$ 49,300.00	\$ 49,300.00
3b	Sawcut and Remove Existing Concrete Sidewalk	SF	307	\$ 3.00	\$ 921.00	\$ 3.00	\$ 921.00	\$ 4.00	\$ 1,228.00	\$ 6.00	\$ 1,842.00
4b	Sawcut and Remove Existing Concrete Curb and Gutter	LF	18	\$ 22.00	\$ 396.00	\$ 34.00	\$ 612.00	\$ 40.00	\$ 720.00	\$ 21.00	\$ 378.00
5b	Sawcut and Remove Existing Concrete Driveway	SF	22	\$ 6.00	\$ 132.00	\$ 4.00	\$ 88.00	\$ 10.00	\$ 220.00	\$ 12.00	\$ 264.00
6b	Sawcut and Remove Existing Concrete Curb Ramp	EA	2	\$ 900.00	\$ 1,800.00	\$ 800.00	\$ 1,600.00	\$ 2,500.00	\$ 5,000.00	\$ 820.00	\$ 1,640.00
7b	Cold Mill Existing Asphalt Concrete (AC) Pavement (1 5/8" to	SF	10,348	\$ 0.30	\$ 3,104.40	\$ 0.22	\$ 2,276.56	\$ 0.25	\$ 2,587.00	\$ 0.50	\$ 5,174.00
8b	Cold Mill Existing Asphalt Concrete (AC) Pavement (2.5"	SF	3,476	\$ 0.34	\$ 1,181.84	\$ 0.41	\$ 1,425.16	\$ 0.45	\$ 1,564.20	\$ 0.65	\$ 2,259.40
9b	Cold Mill Existing Asphalt Concrete (AC) Pavement (3" Depth)	SF	12,450	\$ 0.45	\$ 5,602.50	\$ 0.48	\$ 5,976.00	\$ 0.50	\$ 6,225.00	\$ 0.75	\$ 9,337.50
10b	Prune Root Existing Tree and Install Root Barrier	EA	1	\$ 900.00	\$ 900.00	\$ 480.00	\$ 480.00	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00
11b	Construct Concrete 4" Thick Sidewalk	SF	307	\$ 6.00	\$ 1,842.00	\$ 14.00	\$ 4,298.00	\$ 7.00	\$ 2,149.00	\$ 14.00	\$ 4,298.00
12b	Construct Concrete Curb & Gutter	LF	19	\$ 65.00	\$ 1,235.00	\$ 68.00	\$ 1,292.00	\$ 60.00	\$ 1,140.00	\$ 78.00	\$ 1,482.00
13b	Construct Concrete Driveway	SF	22	\$ 10.00	\$ 220.00	\$ 26.00	\$ 572.00	\$ 15.00	\$ 330.00	\$ 28.00	\$ 616.00
14b	Construct Concrete Curb Ramp	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,800.00	\$ 9,600.00
15b	Furnish and Install Detectable Warning Surface	EA	2	\$ 750.00	\$ 1,500.00	\$ 900.00	\$ 1,800.00	\$ 2,000.00	\$ 4,000.00	\$ 1,300.00	\$ 2,600.00
16b	Provide and Place Crushed Miscellaneous Base (CMB)	TON	2	\$ 65.00	\$ 130.00	\$ 200.00	\$ 400.00	\$ 150.00	\$ 300.00	\$ 217.00	\$ 434.00
17b	Construct 1" Thick Leveling Course	TON	75	\$ 90.00	\$ 6,750.00	\$ 112.00	\$ 8,400.00	\$ 120.00	\$ 9,000.00	\$ 123.00	\$ 9,225.00
18b	Construct 1.5" Thick Conventional AC Overlay (C2-PG 64-10)	TON	32	\$ 100.00	\$ 3,200.00	\$ 96.00	\$ 3,072.00	\$ 95.00	\$ 3,040.00	\$ 119.00	\$ 3,808.00
19b	Construct 2" Thick Conventional AC Overlay (C2-PG 64-10)	TON	582	\$ 100.00	\$ 58,200.00	\$ 96.00	\$ 55,872.00	\$ 95.00	\$ 55,290.00	\$ 115.00	\$ 66,930.00
20b	Construct 4" Thick Conventional AC Overlay (C2-PG 64-10)	TON	52	\$ 100.00	\$ 5,200.00	\$ 99.00	\$ 5,148.00	\$ 95.00	\$ 4,940.00	\$ 0.43	\$ 22.36
21b	Construct Tapered 2 3/8"-4" Thick Conventional AC	TON	60	\$ 100.00	\$ 6,000.00	\$ 99.00	\$ 5,940.00	\$ 95.00	\$ 5,700.00	\$ 134.00	\$ 8,040.00
22b	Provide and Place Paving Fabric	SF	3,476	\$ 1.00	\$ 3,476.00	\$ 0.38	\$ 1,320.88	\$ 3.00	\$ 10,428.00	\$ 0.43	\$ 1,494.68
23b	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames	EA	6	\$ 750.00	\$ 4,500.00	\$ 800.00	\$ 4,800.00	\$ 1,200.00	\$ 7,200.00	\$ 1,195.00	\$ 7,170.00
26b	Furnish and Install Traffic Signal Loop Detectors, Type E	EA	14	\$ 300.00	\$ 4,200.00	\$ 325.00	\$ 4,550.00	\$ 350.00	\$ 4,900.00	\$ 375.00	\$ 5,250.00
28b	Install Traffic Striping, Markings, Curb Painting, and Signs	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,500.00	\$ 8,500.00
29b	Provide Construction Survey, Re-establish Survey	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 13,000.00	\$ 13,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00
30b	Install Public Improvement Project Signs	EA	2	\$ 850.00	\$ 1,700.00	\$ 900.00	\$ 1,800.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00
31b	Provide Erosion Control and BMPs	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
32b	Remove Existing Fire Hydrant Assembly and Service Line and	EA	2	\$ 11,000.00	\$ 22,000.00	\$ 23,000.00	\$ 46,000.00	\$ 27,500.00	\$ 55,000.00	\$ 45,300.00	\$ 90,600.00
33b	Construct New Fire Hydrant Assembly and Service Line	EA	22	\$ 1,800.00	\$ 39,600.00	\$ 6,400.00	\$ 140,800.00	\$ 6,700.00	\$ 147,400.00	\$ 5,800.00	\$ 127,600.00
37b	Remove Existing Valve Can and Cover	EA	9	\$ 1,000.00	\$ 9,000.00	\$ 200.00	\$ 1,800.00	\$ 2,200.00	\$ 19,8		

EXCEL PAVING COMPANY
A GENERAL ENGINEERING CONTRACTOR
STATE LICENSE NO. 688659A

P.O. BOX 16405
LONG BEACH, CA 90806-5195
(562) 599-5841
FAX (562) 591-7485

March 25, 2022

Cesar Roldan, Director of Public Works
Whitford Marin, Management Analyst
Public Works Department
City of Huntington Park

Emma Escobar
Engineering Assistant
Infrastructure Engineers

**Subject: Withdrawal of Bid for Huntington Park SB1 CDBG Street Reconstruction
Project FY 2021/2022, Project # 2021-01**

To Whom It May Concern:

PALP Inc. DBA Excel Paving Company respectfully requests a withdrawal of our bid for the SB1 CDBG Street Reconstruction Project (FY 2021/2022, Project # 2021-01) that bid March 23, 2022, 2:00 PM.

Excel's bid had clerical errors in the computation of the bid that made it materially different from what was intended. Excel made clerical mistakes while filling out the bid form. The mistakes were not due to a lack of judgment.

The mistakes were made in filling bid item Schedule A, Item 2 Traffic Control, and several of the water items in Schedules A and B.

The sum total of these clerical errors results in Excel's bid being \$1,508,670 less than what was intended. Excel's actual, intended bid total is \$6,286,968. Excel is apologetic that this happened while organizing our proposal for the City of Huntington Park.

Sincerely,



David Drukker
Vice President
PALP Inc. DBA Excel Paving Company



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 5, 2022

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to Elecnor Belco Electric, Inc. for the construction of CIP 2017-03 Active Transportation Program Cycle III Project No. ATPL-5150(015) as the lowest responsive, responsible bidder for a not-to-exceed amount of \$895,981 payable from Account No. 202-8080-431.76-20;
2. Approve a construction contingency of \$44,835 payable from Account No. 202-8080-431.76-20; and
3. Authorize the City Manager to execute all change orders in good faith and the construction contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 1, 2022, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) (Project). The project is phase 2 of the pedestrian safety enhancements at uncontrolled crosswalks at several locations. The project looks to install Rectangular Rapid Flashing Beacons (RRFB) with LED lights, updated signage and pavement markings at uncontrolled crosswalks and will mitigate hazardous conditions while improving pedestrian safety. The project focuses on locations that have existing uncontrolled crosswalks near schools along Pacific Boulevard, Miles Avenue, State Street, Gage Avenue, Alameda Street, Saturn Avenue, Zoe Avenue and Salt Lake Avenue.

The NIB was published on February 4, 2022, in a newspaper of general circulation. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards. A bid opening was held on March

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)

April 5, 2022

Page 2 of 3

16, 2022 where the City Clerk opened and read six (6) bids. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Total Bid
Elecnor Belco Electric, Inc.	\$895,981.00
PTM General Engineering Services, Inc.	\$935,035.00
Comet Electric	\$943,087.60
Crosstown Electrical & Data, Inc.	\$961,889.00
California Professional Engineering, Inc.	\$1,022,503.32
Access Pacific	\$1,238,307.20

Elecnor Belco Electric, Inc. was the apparent low bidder. The bid analysis was conducted to ensure that the lowest responsive, responsible bid met all state and local requirements. Based on the investigation, staff's recommendation is to award Elecnor Belco Electric, Inc. the contract agreement (Attachment 1) for a not-to-exceed amount of \$895,981. The remaining bid proposal is available in the City Clerk's Office for review and the itemized bid results for comparative analysis is included as Attachment 2.

LEGAL REQUIREMENT

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

FISCAL IMPACT/FINANCING

Staff recommends awarding the contract to Elecnor Belco Electric, Inc. for the construction of CIP 2017-03 Active Transportation Program Cycle III Project No. ATPL-5150(015) as the lowest responsive, responsible bidder for a not-to-exceed amount of \$895,981 payable from Account No. 202-8080-431.76-20. Staff recommends the addition of a not-to-exceed construction contingency of \$44,835 payable from Account No. 202-8080-431.76-20. Request authority to be granted to the City Manager to approve any and all negotiated construction change orders in good faith.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT
FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO.
ATPL-5150(015)**

April 5, 2022

Page 3 of 3

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'Cesar Roldan', with a stylized flourish at the end.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Elecnor Belco Electric, Inc. Agreement
2. Bid Results



CONTRACTOR SERVICES AGREEMENT
CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **5th day of April 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Elecnor Belco Electric, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **April 5, 2022 to December 31, 2022**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$895,981** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the

Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

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

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

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S

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

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

III. INSURANCE

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

damage, operations, products and completed operations, and CONTRACTOR dual liability.

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

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONTRACTOR:

Elecnor Belco Electric, Inc.
14320 Albers Way
Chino, CA 91710
Alberto John Wong, Vice President
Phone: 909-993-5470

CITY:

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

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and

assigns of the Parties.

- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

ELECNOR BELCO ELECTRIC, INC.:

By: Ricardo Reyes
City Manager

By: John Wong
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

ELECNOR BELCO ELECTRIC, INC.

PROPOSAL
FOR
ATP CYCLE 3 PROJECT
ATPL-5150(015)
FY 2021/2022
CIP PROJECT NO.: 2017-03
IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

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

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

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

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

BID PROPOSAL

FOR

ATP CYCLE 3 PROJECT

ATPL-5150(015)

FY 2021/2022

CIP PROJECT NO.: 2017-03

IN THE CITY OF HUNTINGTON PARK

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

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

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	10,000	10,000
2	Provide Traffic Control	LS	1	30,000	30,000
3	Sawcut and Remove Existing Concrete Sidewalk	SF	1,253	5	6,265
4	Sawcut and Remove Existing Concrete Curb and/or Curb & Gutter	LF	278	23	6,394
5	Sawcut and Remove Existing AC Sidewalk	SF	274	6	1,644
6	Sawcut and Remove Existing Concrete Curb Ramp	EA	12	1,935	23,220
7	Sawcut and Remove Existing AC Pavement, Base, and Subgrade	CY	8	171	1,368
8	Unclassified Excavation	CY	4	228	912
9	Remove Existing Tree	EA	1	4,552	4,552
10	Remove Existing Pavers	SF	25	46	1,150
11	Construct 4"-Thick Concrete Sidewalk	SF	664	7	4,648
12	Construct Concrete Curb & Gutter	LF	65	52	3,380

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
13	Construct Concrete Curb Only	LF	84	46	3,864
14	Remove Existing Gate/Fence	LF	7	177	1,239
15	Construct Concrete Curb Ramp	EA	17	4,325	73,525
16	Furnish and Install 4' x 3' Yellow Detectable Warning Surface	EA	6	1,138	6,828
17	Remove Existing Fire Hydrant Assembly and Service Line and Construct New Fire Hydrant Assembly and Service Line	EA	2	20,938	41,876
18	Remove Existing Street Light, Footing, Foundation, Pull Boxes, Conduits and Wires	EA	³⁰⁷³ 5	3,758	15,365
19	Furnish and Install Type 15 Pole and 3-1/2 Pull Box	EA	2	3,758	7,516
20	Install 2" PVC, SCH 40, Conduit	LF	10	50	500
21	Furnish, Install, and Connect New Conductors for the New Type 15 Poles	LS	1	10,000	10,000
22	Furnish and Install New 6" D.I. Resilient-Wedge Gate Valve	EA	2	10,583	21,166
23	Furnish and Install Pedestrian Barricade	EA	2	1,800	3,600
24	Install Marathon II SOD	SF	244	15	3,660
25	Provide and Place Crushed Miscellaneous Base (CMB)	TON	33	18	594
26	Installation of Flashing Beacon System for the Intersection of Alameda Street and Laura Avenue	LS	1	54,000	54,000
27	Installation of Flashing Beacon System for the Midblock Alameda Street between Zoe Avenue and Saturn Avenue	LS	1	57,000	57,000
28	Installation of Flashing Beacon System for the Intersection of Rita Avenue and Park Place	LS	1	54,000	54,000
29	Installation of Flashing Beacon System for the Intersection of Templeton Street and Zoe Avenue	LS	1	54,000	54,000
30	Installation of Flashing Beacon System for the Intersection of Templeton Street and Saturn Avenue	LS	1	54,000	54,000
31	Installation of Flashing Beacon System for the Intersection of Maywood Avenue and 60th Place	LS	1	54,000	54,000
32	Installation of Flashing Beacon System for the Midblock Salt Lake Avenue between Bell Avenue and Florence Avenue (North)	LS	1	25,000	25,000
33	Installation of Flashing Beacon System for the Midblock Salt Lake Avenue between Bell Avenue and Florence Avenue (South)	LS	1	25,000	25,000

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
34	Installation of Flashing Beacon System for the Intersection of Soto Street and 57th Street	LS	1	25,000	25,000
35	Remove Existing Post and Sign(s)	EA	20	23	460
36	Remove Existing Sign	EA	4	6	24
37	Remove Existing Sign and Place New Sign on Street Light Pole	EA	4	137	548
38	Relocate Existing Street Name Signs on New Post	EA	1	46	46
39	Furnish and Install New Post and Sign(s)	EA	31	325	10,075
40	Furnish and Place New Sign on Street Light Pole	EA	1	217	217
41	Furnish and Install Solar Powered LED Stop Sign, R1-1, with Post	EA	4	3,298	3,298
42	Furnish and Install Double Sided 36" x 36" LED Blinking Pedestrian Crosswalk Warning, W11-2, with Double Sided 24" by 12" Downward Arrow Sign, W16-7P. LED Signs Shall Be Solar Powered	LS	1	6,433	6,433
43	Furnish and Install White Concrete Parking Bumper	EA	9	86	774
44	Furnish and Install Flexible Sign Post	EA	6	325	1,950
45	Install Traffic Striping, Markings, and Curb Painting	LS	1	154,996	154,996
46	Provide Construction Survey, Re-establish Survey Monuments and Centerline Ties	LS	1	9,000	9,000
47	Furnish and Install New Gate and Fence	LF	21	506	10,626
48	Adjust Existing Water Valve Can and Cover to Finished Grade	EA	1	2,500	2,500
49	Install Public Improvement Project Signs	EA	4	1,000	4,000
TOTAL AMOUNT BID IN FIGURES				\$ 895,981	

TOTAL AMOUNT BID IN WORDS:

Eight Hundred Ninety Five Thousand Nine Hundred Eighty one dollars.

Dollars

Bidder's Signature

John Wong

Vice President

Title

Eleonor Beleo Electric, Inc.

Company Name

The total contract period for this project is One Hundred Twenty (120) working days from the effective date of the Notice-to-Proceed to be issued by the City. The working days will be split into two phases. Phase I, Procurement Phase, Notice-to-Proceed will be issued for awarded recipient to purchase equipment approximately 14-18 weeks. Phase II, Construction Phase, Notice to proceed will be issued five (5) working days prior to scheduled delivery date of poles/equipment, then thirty (30) working days to complete construction including five (5) working days as move-in period.

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
Superior Pavement Markings ^{Inc.} PO Box 278 Beaumont, CA 92223 Lic. #776306 / 951-845- 776 2799	signing & striping
Pavement Rehab company / #LIC. 1051374 714-238-1444 / 1181 Princess Ct, Costa Mesa, CA 92626	Civil
O'Duffy Construction / 24034 Gunther Rd., CA 92545 / 951-575-0215 /	Civil - Fire hydrant removal

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

REFERENCES

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

1. City of Glendale 633 E. Broadway Room 205, Glendale, CA 91206
Name and Address of Agency
Sarkis Oganessian / (818)548-3945
Name and telephone number of person familiar with project
\$2,844,613.00 Traffic Signal Modification and Installation February 2021
Contract amount Type of work Date completed
2. City of Irvine 1 Civic Center Plaza, Irvine, CA 92623
Name and Address of Agency
Anthony Caraveo / (949)724-7555
Name and telephone number of person familiar with project
\$875,693 Phasing Traffic Modification November 2018
Contract amount Type of work Date completed
3. City of Huntington Park 6550 Miles Ave. Huntington Park, CA 90255
Name and Address of Agency
Cesar Roldan / (323)584-6320
Name and telephone number of person familiar with project
\$1,013,928.00 Signal Synchronization and Bus Speed Improvements April 2020
Contract amount Type of work Date completed

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

Willis Towers Watson, Inc. / 10 State House Square, Floor 11, Hartford, CT 06103

(860)843-5404

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Elecnor Belco Electricm, Inc.

Business Address: 14320 Albers Way

Chino, CA 91710

Telephone (909)993-5470

State Contractor's License No. and Class: 738518 A, B, C-10

Original Date Issued 7/28/1997 Expiration Date 7/31/2023

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

Alberto Garcia De Los Angeles - President / John Wong - Vice President

Jeroni Gervilla - Treasurer / Pedro Enrile - Secretary

14320 Albers Way, Chino, CA 91710

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

N/A

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

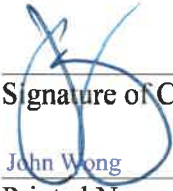
N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 9th day of March, 2022.

BIDDER Elecnor Belco Electric, Inc.

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

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

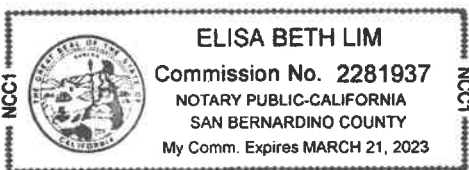

Signature of Contractor's Representative

John Wong
Printed Name

Vice President
Title

Subscribed and sworn to this 9th day of March, 2022.

NOTARY PUBLIC  Elisa Beth Lim



March 9, 2022

CITY OF HUNTINGTON PARK

Answers to Request for Information (RFI) No. 1

Request for Proposal & Notice Inviting Bid CIP 2017-03 ATP Cycle 3

The following questions were posed by individuals interested in the Request for Proposal (RFP) and Notice Inviting Bid (NIB) for the CIP 2017-03 ATP Cycle 3. Answers to the questions are highlighted in yellow.

1. Since this project is federally funded, what is the minimum DBE commitment required?

Project not federally funded. No DBE requirement.

Answers to RFI No. 1 shall hereby be made a part of the RFP/NIB and supersede, replace, and/or amend the provisions included in the original RFP and contract specifications in the NIB.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive.

Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

Elecnor Belco Electric, Inc.

Company Name

3/9/2022

Date

John Wong Vice President

Print Name

Signature



End of Request for Information No. 1

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

By: 
Cesar Roldan, Director of Public Works

Date: 3/8/2022

March 8, 2022

CITY OF HUNTINGTON PARK

Answers to Request for Information (RFI) No. 2

Notice Inviting Bid CIP 2017-03 ATP Cycle 3

The following questions were posed by individuals interested in the Notice Inviting Bid (NIB) for the CIP 2017-03 ATP Cycle 3. Answers to the questions are highlighted in yellow.

1. Can you please provide a drawing for the combined system using construction notes 50 & 53 for clarification of your intended operation? Please include which signs are static, and which signs are LED-enhanced. The notes are not clear.
2. For bid item 42, it looks like one side of the road has back-to-back LED W11-2 signs. Please confirm these are 24-hour flashing.

See attached Exhibit 1.

Answers to RFI No. 2 shall hereby be made a part of the NIB and supersede, replace, and/or amend the provisions included in the original contract specifications in the NIB.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive.

Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

Elecnor Belco Electric, Inc.

Company Name

3/9/2022

Date

John Wong Vice President

Print Name


Signature

End of Request for Information No. 2

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

By: 
Cesar Roldan, Director of Public Works

Date: 3/8/2022

March 9, 2022

CITY OF HUNTINGTON PARK

Answers to Request for Information (RFI) No. 3

Notice Inviting Bid CIP 2017-03 ATP Cycle 3

The following questions were posed by individuals interested in the Notice Inviting Bid (NIB) for the CIP 2017-03 ATP Cycle 3. Answers to the questions are highlighted in yellow.

1. Can the City designate the electrical bid items as "specialty" so they don't count toward the 50% limit or decrease the percent to 30%+/-?

No, the electrical bid item will not be designated as specialty nor can the self-performance percentage be decreased.

Answers to RFI No. 3 shall hereby be made a part of the NIB and supersede, replace, and/or amend the provisions included in the original contract specifications in the NIB.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive.

Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

Elecnor Belco Electric, Inc.

Company Name

3/9/2022

Date

John Wong Vice President

Print Name

Signature



End of Request for Information No. 3

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

By: 
Cesar Roldan, Director of Public Works

Date: 3/9/2022

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

PROPOSAL GUARANTEE
BID BOND

FOR

ATP CYCLE 3 PROJECT
ATPL-5150(015)

FY 2021/2022
CIP PROJECT NO.: 2017-03

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Elecnor Belco Electric, Inc.
_____, as BIDDER, and _____
Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Ten Percent of Amount Bid
_____ dollars (\$ 10%), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this

10th day of February, 2022.

BIDDER* Elecnor Belco Electric, Inc. /, John Wong Vice President
14320 Albers Way, Chino, CA 91710, (909)993-5470

SURETY* Fidelity and Deposit Company of Maryland, 1299 Zionsville Way, 5th Floor, Schaumburg IL 60196-1056, (847) 605-6000
Attn.: Margaret Hentz, 777 South Figueroa St., Ste 3900 Los Angeles, CA 90017, (213) 270-0757

Donna M. Pianeta, Attorney-in-fact

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

NOTARY PUBLIC _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

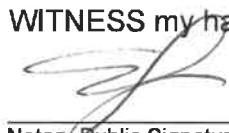
County of San Bernardino }

On March 9, 2022 before me, Elisa Beth Lim, Notary Public,
(Here insert name and title of the officer)

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

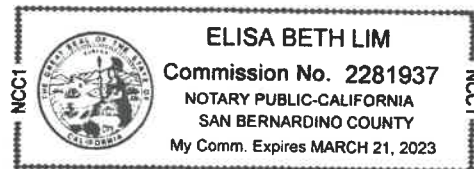
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Huntington Park

(Title or description of attached document)

Bid Bond

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

ACKNOWLEDGMENT

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

State of ~~California~~ ^{Connecticut}
County of Hartford)

On February 10, 2022 before me, Timothy S. Huffman, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Notary Public

(Seal)

TIMOTHY S. HUFFMAN
NOTARY PUBLIC - CT 183092
My Commission Expires Feb. 28, 2026

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jacqueline R. SUSCO, Kathryn PRYOR, Nicholas TURECAMO, Gentry STEWART, Amanda P. D ANGELO, Donna M. PLANETA, Bethany STEVENSON, Joshua SANFORD, Aimee R. PERONDINE, Jennifer G. GODERE, Alexis R. APOSTOLIDIS, Michelle Anne MCMAHON, Rebecca M. JOSEPHSON, Brendan W. FLETCHER, Cassandra BAEZ, of Hartford, Connecticut, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of August, A.D. 2021.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of August, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of February, 2022.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
2021 ANNUAL MEETING OF THE BOARD OF DIRECTORS
OF
ELEC NOR BELCO ELECTRIC, INC.**

January 1, 2021

The undersigned, being all of the members of the Board of Directors (the "Board") of Elec nor Belco Electric, Inc., a California corporation (the "Company"), in lieu of holding a meeting of the Board, hereby take the following actions and adopt the following resolutions by unanimous written consent:

WHEREAS, the Board has determined that it is in the Company's best interests to appoint a revised slate of Officers of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and hereby are, elected to the offices set forth opposite their respective names, to hold such offices until their respective successors are elected and qualified at or before the next annual meeting of the Board, or until their earlier respective deaths, resignations or removals:

NAMES

Alberto Garcia De Los Angeles
Jeroni Gervilla
Roger DeVito

Pedro Enrile
Leonardo Sancho Francés
John Wong

OFFICE

President and Chief Executive Officer
Chief Financial Officer
Senior Vice President, General Counsel
and Assistant Secretary
Secretary
Vice President
Vice President for Construction

FURTHER RESOLVED, that Alberto Garcia De Los Angeles, Jeroni Gervilla, Alberto Garcia and Roger DeVito in their respective capacities (listed above) subject to such supervisory powers of the Board of Directors, hereby are authorized and directed to perform all the duties commonly incident to that office; shall have authority to execute in the name of the Company contracts, leases and other written instruments to be executed by the Company; and, shall perform such other duties as the Board of Directors may from time to time determine.

FURTHER RESOLVED, that the President and Chief Executive Officer may delegate authority to any Chief Financial Officer or Chief Operating Officer or Senior Vice President or Vice President as and within their authority levels as set forth in the Company's Bylaws, as the same may be amended from time to time;

FURTHER RESOLVED, that Roger DeVito, in his capacity of Senior Vice President, or Leonardo Sancho Francés in his capacity of Vice President are hereby authorized and directed to:


1. Negotiate, sign, amend and terminate agreements in connection with the purpose of the Company, for all contracts up to \$250,000.00, and acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla for all contracts in amounts greater than \$250,000.00.


2. Execute, amend and finalize bid proposals in connection with the purpose of the Company, for all proposals up to \$1,000,000.00, and acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla for all proposals in amounts greater than \$1,000,000.00.
3. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, execute, amend and finalize purchase orders for materials and equipment in connection with the purpose of the Company.
4. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, execute, amend and terminate agreements for the lease of real estate to be used as offices or job related temporary yards.
5. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, execute, amend and terminate insurance and/or bid bonds arrangements in connection with the purpose of the Company.
6. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, hire, suspend, impose sanctions and dismiss the administrative personnel of the Company, setting forth their employment terms and conditions, obligations and remuneration.
7. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, settle and claims on behalf of the Company.

AND IT IS FURTHER RESOLVED, that all actions heretofore taken by the officers of the Company on behalf of and in the name of the Company, relating to the conduct of the business of the Company, the expenditure of money, the making of contracts and all other acts taken or omitted in the performance of their duties to the Company be, and the same hereby are, in all respects, approved, ratified and affirmed, as of the date taken, done or omitted, respectively.

The actions taken by the Board Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board of Directors, duly called and constituted pursuant to the Bylaws of the Company and the laws of the State of California. This Board Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of Elecnor Belco Electric, Inc., have executed these actions by written consent as of the date first written above.



Argimiro Ramon, Director

Luis Alcibar, Director

Alexander Arrola, Director

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**ATP CYCLE 3 PROJECT
ATPL-5150(015)**

**FY 2021/2022
CIP PROJECT NO.: 2017-03**

IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No X

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

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

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

FOR

ATP CYCLE 3 PROJECT
ATPL-5150(015)

FY 2021/2022
CIP PROJECT NO.: 2017-03

IN THE CITY OF HUNTINGTON PARK

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

Dollars

(\$ _____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Elecnor Belco Electric, Inc.

Contractor Name

1000004804

Contractor Department of Industrial Relations Registration Number:

6/30/2022

Expiration Date of Registration Number

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



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

ELECNOR BELCO ELECTRIC, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000004804

Registration effective date

07/01/19

Registration expiration date

06/30/22

Mailing Address

14320 ALBERS WAY CHINO 91710 CA United States...

Physical Address

14320 ALBERS WAY CHINO 91710 CA United States...

Email Address

rwilks@elecnor.com

Trade Name/DBA**License Number (s)**

CSLB:738518

Registration History

Effective Date**Expiration Date**

06/13/18

06/30/19

05/24/17

06/30/18

06/01/16

06/30/17

06/04/15

06/30/16

01/06/15

06/30/15

07/01/19

06/30/22

Back to DIR>> (<https://www.dir.ca.gov/>)

Legal Entity Information

Corporation Entity Number:

C1982436

Federal Employment Identification Number:**President Name:**

ALBERTO GARCIA

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:****Agency for Service:****Agent of Service Name:**

ROGER DEVITO

Agent of Service Mailing Address:

14320 ALBERS WAY CHINO 91710 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier**Policy Holder Name:**

ELECNOR BELCO ELECTRIC, INC.

Insurance Carrier:

HARTFORD FIRE INSURANCE COMPAN

Policy Number:

10 WEA AA6VQ6

Inception date:

11/01/18

Expiration Date:

11/01/19



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

CARTER ENTERPRISES GROUP, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000064823

Registration effective date

07/01/21

Registration expiration date

06/30/23

Mailing Address

1181 PRINCESS COURT COSTA MESA 92626 CA Uni...

Physical Address

1181 PRINCESS COURT COSTA MESA 92626 CA Uni...

Email Address

kaitlinf@paverehabco.com

Trade Name/DBA

PAVEMENT REHAB CO.

License Number (s)

CSLB:1051374

Registration History

Effective Date**Expiration Date**

03/19/19

06/30/19

07/01/19

06/30/21

07/01/21

06/30/23

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

Legal Entity Information

Corporation Entity Number:

201808610159

Federal Employment Identification Number:

301075109

President Name:

ROBERT STEEN

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:****Agency for Service:****Agent of Service Name:**

Robert Steen

Agent of Service Mailing Address:

1181 PRINCESS COURT Costa Mesa 92626 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier**Policy Holder Name:****Insurance Carrier:****Policy Number:****Inception date:****Expiration Date:**

CARTER ENTERPRISES GROUP, INC.
ZURICH AMERICAN INSURANCE CO.
WC106300500
03/14/19
10/01/21

Base Bid		Engineer's Estimate		Elecnor Belco		PTM General Engineering		Comet Electric		Crosstown Electrical & Data, Inc.		California Professional		Access Pacific	
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Mobilization/Demobilization (Not to exceed 3% of total of all	LS	1	\$ 25,112.00	\$ 25,112.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 27,301.00	\$ 27,301.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -
2	Provide Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 33,160.85	\$ 33,160.85	\$ 22,340.00	\$ 22,340.00	\$ 10,000.00	\$ 10,000.00	\$ 29,000.00	\$ 29,000.00
3	Sawcut and Remove Existing Concrete Sidewalk	SF	1253	\$ 6.00	\$ 7,516.00	\$ 5.00	\$ 6,265.00	\$ 3.45	\$ 4,322.85	\$ 5.00	\$ 6,265.00	\$ 7.00	\$ 8,771.00	\$ 5.80	\$ 7,267.40
4	Sawcut and Remove Existing Concrete Curb and/or Curb &	LF	278	\$ 23.00	\$ 6,400.00	\$ 23.00	\$ 6,394.00	\$ 17.25	\$ 4,795.50	\$ 13.00	\$ 3,614.00	\$ 19.00	\$ 5,282.00	\$ 83.50	\$ 23,213.00
5	Sawcut and Remove Existing AC Sidewalk	SF	274	\$ 6.00	\$ 1,644.00	\$ 6.00	\$ 1,644.00	\$ 4.60	\$ 1,260.40	\$ 10.50	\$ 2,877.00	\$ 9.00	\$ 2,466.00	\$ 7.00	\$ 1,918.00
6	Sawcut and Remove Existing Concrete Curb Ramp	EA	12	\$ 1,000.00	\$ 12,000.00	\$ 1,935.00	\$ 23,220.00	\$ 2,900.00	\$ 34,800.00	\$ 1,760.00	\$ 21,120.00	\$ 2,525.00	\$ 30,300.00	\$ 3,480.00	\$ 41,760.00
7	Sawcut and Remove Existing AC Pavement, Base, and	CY	8	\$ 150.00	\$ 1,200.00	\$ 171.00	\$ 1,368.00	\$ 350.00	\$ 2,800.00	\$ 466.00	\$ 3,728.00	\$ 640.00	\$ 5,120.00	\$ 870.00	\$ 6,960.00
8	Unclassified Excavation	CY	4	\$ 80.00	\$ 320.00	\$ 228.00	\$ 912.00	\$ 328.00	\$ 1,312.00	\$ 433.00	\$ 1,732.00	\$ 560.00	\$ 2,240.00	\$ 870.00	\$ 3,480.00
9	Remove Existing Tree	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 4,552.00	\$ 4,552.00	\$ 3,450.00	\$ 3,450.00	\$ 2,119.00	\$ 2,119.00	\$ 2,800.00	\$ 2,800.00	\$ 4,060.00	\$ 4,060.00
10	Remove Existing Pavers	SF	25	\$ 6.00	\$ 150.00	\$ 46.00	\$ 1,150.00	\$ 98.00	\$ 2,450.00	\$ 25.50	\$ 637.50	\$ 17.00	\$ 425.00	\$ 17.40	\$ 435.00
11	Construct 4'-Thick Concrete Sidewalk	SF	664	\$ 11.00	\$ 7,300.00	\$ 7.00	\$ 4,648.00	\$ 12.10	\$ 8,034.40	\$ 9.60	\$ 6,374.40	\$ 14.00	\$ 9,296.00	\$ 12.75	\$ 8,466.00
12	Construct Concrete Curb & Gutter	LF	65	\$ 35.00	\$ 2,267.00	\$ 52.00	\$ 3,380.00	\$ 75.00	\$ 4,875.00	\$ 39.50	\$ 2,567.50	\$ 53.00	\$ 3,445.00	\$ 136.00	\$ 8,840.00
13	Construct Concrete Curb Only	LF	84	\$ 27.00	\$ 2,268.00	\$ 46.00	\$ 3,864.00	\$ 69.00	\$ 5,796.00	\$ 22.00	\$ 1,848.00	\$ 28.00	\$ 2,352.00	\$ 93.00	\$ 7,812.00
14	Remove Existing Gate/Fence	LF	7	\$ 50.00	\$ 350.00	\$ 177.00	\$ 1,239.00	\$ 230.00	\$ 1,610.00	\$ 25.60	\$ 179.20	\$ 250.00	\$ 1,750.00	\$ 116.00	\$ 812.00
15	Construct Concrete Curb Ramp	EA	17	\$ 4,500.00	\$ 76,500.00	\$ 4,325.00	\$ 73,525.00	\$ 6,325.00	\$ 107,525.00	\$ 6,194.00	\$ 105,298.00	\$ 8,940.00	\$ 151,980.00	\$ 8,120.00	\$ 138,040.00
16	Furnish and Install 4' x 3' Yellow Detectable Warning Surface	EA	6	\$ 550.00	\$ 3,300.00	\$ 1,138.00	\$ 6,828.00	\$ 690.00	\$ 4,140.00	\$ 590.00	\$ 3,540.00	\$ 810.00	\$ 4,860.00	\$ 1,160.00	\$ 6,960.00
17	Remove Existing Fire Hydrant Assembly and Service Line and	EA	2	\$ 12,000.00	\$ 24,000.00	\$ 20,938.00	\$ 41,876.00	\$ 25,900.00	\$ 51,800.00	\$ 20,170.00	\$ 40,340.00	\$ 48,000.00	\$ 96,000.00	\$ 21,344.00	\$ 42,688.00
18	Remove Existing Street Light, Footing, Foundation, Pull Boxes,	EA	5	\$ 4,500.00	\$ 22,500.00	\$ 3,073.00	\$ 15,365.00	\$ 6,000.00	\$ 30,000.00	\$ 3,088.00	\$ 15,440.00	\$ 1,450.00	\$ 7,250.00	\$ 1,000.00	\$ 5,000.00
19	Furnish and Install Type 15 Pole and 3-1/2' Pull Box	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 3,758.00	\$ 7,516.00	\$ 9,000.00	\$ 18,000.00	\$ 12,588.00	\$ 25,176.00	\$ 13,050.00	\$ 26,100.00	\$ 9,000.00	\$ 18,000.00
20	Install 2" PVC, SCH 40, Conduit	LF	10	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 210.00	\$ 2,100.00	\$ 741.00	\$ 7,410.00	\$ 350.00	\$ 3,500.00	\$ 100.00	\$ 1,000.00
21	Furnish, Install, and Connect New Conductors for the New	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,336.00	\$ 7,336.00	\$ 6,725.00	\$ 6,725.00	\$ 3,500.00	\$ 3,500.00
22	Furnish and Install New 6" D.I. Resilient-Wedge Gate Valve	EA	2	\$ 1,900.00	\$ 3,800.00	\$ 10,583.00	\$ 21,166.00	\$ 10,400.00	\$ 20,800.00	\$ 6,593.00	\$ 13,186.00	\$ 5,050.00	\$ 10,100.00	\$ 10,788.00	\$ 21,576.00
23	Furnish and Install Pedestrian Barricade	EA	2	\$ 350.00	\$ 700.00	\$ 1,800.00	\$ 3,600.00	\$ 1,150.00	\$ 2,300.00	\$ 467.00	\$ 934.00	\$ 3,275.00	\$ 6,550.00	\$ 1,200.00	\$ 2,400.00
24	Install Marathon II SOD	SF	244	\$ 20.00	\$ 4,872.00	\$ 15.00	\$ 3,660.00	\$ 23.00	\$ 5,612.00	\$ 44.00	\$ 10,736.00	\$ 16.00	\$ 3,904.00	\$ 10.00	\$ 2,440.00
25	Provide and Place Crushed Miscellaneous Base (CMB)	TON	33	\$ 65.00	\$ 2,145.00	\$ 18.00	\$ 594.00	\$ 161.00	\$ 5,313.00	\$ 116.00	\$ 3,828.00	\$ 160.00	\$ 5,280.00	\$ 208.00	\$ 6,864.00
26	Installation of Flashing Beacon System for the Intersection of	LS	1	\$ 54,650.00	\$ 54,650.00	\$ 54,000.00	\$ 54,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,118.00	\$ 46,118.00	\$ 40,855.00	\$ 40,855.00	\$ 54,418.00	\$ 54,418.00
27	Installation of Flashing Beacon System for the Midblock	LS	1	\$ 67,350.00	\$ 67,350.00	\$ 57,000.00	\$ 57,000.00	\$ 49,000.00	\$ 49,000.00	\$ 52,017.00	\$ 52,017.00	\$ 45,935.00	\$ 45,935.00	\$ 57,793.00	\$ 57,793.00
28	Installation of Flashing Beacon System for the Intersection of	LS	1	\$ 55,550.00	\$ 55,550.00	\$ 54,000.00	\$ 54,000.00	\$ 47,000.00	\$ 47,000.00	\$ 49,362.00	\$ 49,362.00	\$ 42,670.00	\$ 42,670.00	\$ 55,266.00	\$ 55,266.00
29	Installation of Flashing Beacon System for the Intersection of	LS	1	\$ 54,650.00	\$ 54,650.00	\$ 54,000.00	\$ 54,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,118.00	\$ 46,118.00	\$ 42,670.00	\$ 42,670.00	\$ 54,418.00	\$ 54,418.00
30	Installation of Flashing Beacon System for the Intersection of	LS	1	\$ 49,000.00	\$ 49,000.00	\$ 54,000.00	\$ 54,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,148.00	\$ 43,148.00	\$ 37,855.00	\$ 37,855.00	\$ 50,918.00	\$ 50,918.00
31	Installation of Flashing Beacon System for the Intersection of	LS	1	\$ 54,650.00	\$ 54,650.00	\$ 54,000.00	\$ 54,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,118.00	\$ 46,118.00	\$ 42,750.00	\$ 42,750.00	\$ 54,418.00	\$ 54,418.00
32	Installation of Flashing Beacon System for the Midblock Salt	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 22,500.00	\$ 22,500.00	\$ 20,745.00	\$ 20,745.00	\$ 18,345.00	\$ 18,345.00	\$ 16,277.00	\$ 16,277.00
33	Installation of Flashing Beacon System for the Midblock Salt	LS	1	\$ 21,500.00	\$ 21,500.00	\$ 25,000.00	\$ 25,000.00	\$ 22,500.00	\$ 22,500.00	\$ 20,745.00	\$ 20,745.00	\$ 20,685.00	\$ 20,685.00	\$ 16,277.00	\$ 16,277.00
34	Installation of Flashing Beacon System for the Intersection of	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 25,000.00	\$ 25,000.00	\$ 26,000.00	\$ 26,000.00	\$ 25,232.00	\$ 25,232.00	\$ 20,050.00	\$ 20,050.00	\$ 24,410.00	\$ 24,410.00
35	Remove Existing Post and Sign(s)	EA	20	\$ 250.00	\$ 5,000.00	\$ 23.00	\$ 460.00	\$ 144.00	\$ 2,880.00	\$ 33.00	\$ 660.00	\$ 25.00	\$ 500.00	\$ 23.20	\$ 464.00
36	Remove Existing Sign	EA	4	\$ 100.00	\$ 400.00	\$ 6.00	\$ 24.00	\$ 115.00	\$ 460.00	\$ 51.00	\$ 204.00	\$ 6.00	\$ 24.00	\$ 5.80	\$ 23.20
37	Remove Existing Sign and Place New Sign on Street Light Pole	EA	4	\$ 150.00	\$ 600.00	\$ 137.00	\$ 548.00	\$ 713.00	\$ 2,852.00	\$ 192.00	\$ 768.00	\$ 135.00	\$ 540.00	\$ 139.20	\$ 556.80
38	Relocate Existing Street Name Signs on New Post	EA	1	\$ 100.00	\$ 100.00	\$ 46.00	\$ 46.00	\$ 288.00	\$ 288.00	\$ 228.00	\$ 228.00	\$ 45.00	\$ 45.00	\$ 46.40	\$ 46.40
39	Furnish and Install New Post and Sign(s)	EA	31	\$ 450.00	\$ 13,950.00	\$ 325.00	\$ 10,075.00	\$ 288.00	\$ 8,928.00	\$ 355.00	\$ 11,005.00	\$ 320.00	\$ 9,920.00	\$ 330.60	\$ 10,248.60
40	Furnish and Place New Sign on Street Light Pole	EA	1	\$ 125.00	\$ 125.00	\$ 217.00	\$ 217.00	\$ 288.00	\$ 288.00	\$ 5,676.00	\$ 5,676.00	\$ 215.00	\$ 215.00	\$ 220.40	\$ 220.40
41	Furnish and Install Solar Powered LED Stop Sign, R1-1, with	EA	4	\$ 3,800.00	\$ 15,200.00	\$ 2,298.00	\$ 9,192.00	\$ 5,000.00	\$ 20,000.00	\$ 6,956.00	\$ 27,824.00	\$ 2,675.00	\$ 10,700.00	\$ 2,342.04	\$ 9,368.16
42	Furnish and Install Double Sided 36" x 36" LED Blinking	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 6,433.00	\$ 6,433.00	\$ 5,800.00	\$ 5,800.00	\$ 12,937.00	\$ 12,937.00	\$ 4,284.00	\$ 4,284.00	\$ 5,000.00	\$ 5,000.00
43	Furnish and Install White Concrete Parking Bumper	EA	9	\$ 400.00	\$ 3,600.00	\$ 86.00	\$ 774.00	\$ 288.00	\$ 2,592.00	\$ 112.00	\$ 1,008.00	\$ 85.00	\$ 765.00	\$ 87.00	\$ 783.00
44	Furnish and Install Flexible Sign Post	EA	6	\$ 900.00	\$ 5,400.00	\$ 325.00	\$ 1,950.00	\$ 920.00	\$ 5,520.00	\$ 379.00	\$ 2,274.00	\$ 320.00	\$ 1,920.00	\$ 330.60	\$ 1,983.60
45	Install Traffic Striping, Markings, and Curb Painting	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 154,996.00	\$ 154,996.00	\$ 117,100.00	\$ 117,100.00	\$ 166,934.00	\$ 166,934.00	\$ 152,800.00	\$ 152,800.00	\$ 158,004.86	\$ 158,004.86
46	Provide Construction Survey, Re-establish Survey Monuments	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,800.00	\$ 9,800.00	\$ 9,182.00	\$ 9,182.00	\$ 19,000.00	\$ 19,000.00	\$ 29,555.00	\$ 29,555.00
47	Furnish and Install New Gate and Fence	LF	21	\$ 150.00	\$ 3,150.00	\$ 50.00	\$ 1,050.00	\$ 75.00	\$ 1,575.00	\$ 204.00	\$ 4,284.00	\$ 830.00	\$ 17,430.00	\$ 603.00	\$ 12,663.00
48	Adjust Existing Water Valve Can and Cover to Finished Grade	EA	1	\$ 950.00	\$ 950.00	\$ 2,500.00	\$ 2,500.00	\$ 520.00	\$ 520.00	\$ 2,458.00	\$ 2,458.00	\$ 2,235.00	\$ 2,235.00	\$ 2,900.00	\$ 2,900.00
49	Install Public Improvement Project Signs	EA	4	\$ 1,400.00	\$ 5,600.00	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 3,029.00	\$ 12,116.00	\$ 2,050.00	\$ 8,200.00	\$ 1,000.00	\$ 4,000.00
				\$ 862,169.00		\$ 895,981.00		\$ 935,035.00		\$ 943,087.60		\$ 961,889.00		\$1,022,503.42	
														\$2,388,307.20	



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

April 5, 2022

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION
MANAGEMENT PROFESSIONAL SERVICES AGREEMENT FOR CIP 2017-03
ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)**

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the Construction Management and Inspection Professional Services Agreement to Southstar Engineering and Consulting, Inc. as part of the oversight of CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) for a not-to-exceed amount of \$109,184;
2. Payable from FY 2021-22 budget of \$105,000 from Account No. 222-8080-431.76-20 and \$4,184 from Account No. 202-8080-431.76-20; and
3. Authorize the City Manager to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council Meeting of February 15, 2022, the City Council authorized staff to solicit proposals for Construction Management and Inspection Services (CM/CI) as part of the oversight of CIP 2017-03 Active Transportation Program Cycle III Project No. ATPL-5150(015) (project). The project looks to install Rectangular Rapid Flashing Beacons (RRFB) with LED lights, updated signage and pavement markings at uncontrolled crosswalks and mitigate hazardous conditions while improving pedestrian safety. The project is phase 2 of the pedestrian safety enhancements at uncontrolled

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES AGREEMENT FOR CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)

April 5, 2022

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crosswalks near schools along Pacific Boulevard, Miles Avenue, State Street, Gage Avenue, Alameda Street, Saturn Avenue, Zoe Avenue and Salt Lake Avenue.

On February 18, 2022, the City Clerk's Office published the RFP in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media.

The City solicited proposals from qualified firms and the date to submit proposals was March 22, 2022. The City received four (4) proposals.

1. Southstar Engineering and Consulting, Inc.	\$109,184
2. Interwest Consulting	\$ 84,175
3. Pacifica Services, Inc.	\$241,297
4. Infrastructure Engineers:	\$ 86,202

City staff has relayed that CM/CI support from an outside consultant is necessary to accomplish the construction phase of the project. This entails assuring contractor's work conforms to the project specifications and is accomplished by inspecting the contractor's work on a daily basis; by keeping a daily record of instructions and directions given to the contractor regarding plan and specification interpretation and any required change orders; coordinating with an independent testing lab any materials testing required by project specifications; by verifying quantities for payment on contractor's monthly pay request; and by coordinating construction activities with residents and utility companies. Based on the above-mentioned information, it is staff's recommendation to award the CM/CI based on demonstrating the ability to comply with the RFP to Southstar Engineering and Consulting, Inc.

LEGAL REQUIREMENT

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

FISCAL IMPACT/FINANCING

Southstar Engineering and Consulting, Inc. has submitted a proposal and a fee schedule for a not-to-exceed fee of \$109,184. FY 2021022 budget allocated \$105,000 payable from

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION
MANAGEMENT PROFESSIONAL SERVICES AGREEMENT FOR CIP 2017-03
ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)**

April 5, 2022

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Account No. 222-8080-431.76-20 and \$4,184 payable from Account No. 202-8080-431.76-20

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'Cesar Roldan', with a stylized flourish at the end.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Southstar Engineering and Consulting, Inc. PSA
2. Proposals



**PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM CYCLE III PROJECT NO. ATPL-5150(015)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **5th day of April 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Southstar Engineering and Consulting, Inc.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **April 5, 2022 to December 31, 2022**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement (**Ending December 31, 2022**). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$109,184** (hereinafter, the "Not-to-Exceed Fiscal Year Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Fiscal Year Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Fiscal Year Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE AND CONTACT INFORMATION: CONSULTANT hereby designates **Yvette Kirrin** 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 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 CONTRACTOR.

- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of 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 CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONTRACTOR'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 CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONTRACTOR'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 CONTRACTOR'S officers, employees, agents, or SUB-CONSULTANT is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT and are not officials, officers,

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONSULTANT dual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONTRACTOR'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 CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT officers, employees, agents, CONSULTANT or SUB-CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

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

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

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY'S discovery that a statement representation or warranty by 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 CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

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

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONSULTANT written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all SUB-CONTRACTORS working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

SouthStar Engineering & Consulting, Inc.
1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
Attn: Yvette Kirrin, P.E.
Office: (951) 342-3120
yvette@southstareng.com

CITY:

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

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

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

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

**SOUTHSTAR ENGINEERING &
CONSULTING, INC.:**

By: Ricardo Reyes
City Manager

Date: _____

By: Yvette Kirrin
President & Principal-in-Charge

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT “A”

SCOPE OF WORK

SOUTHSTAR ENGINEERING & CONSULTING, INC.

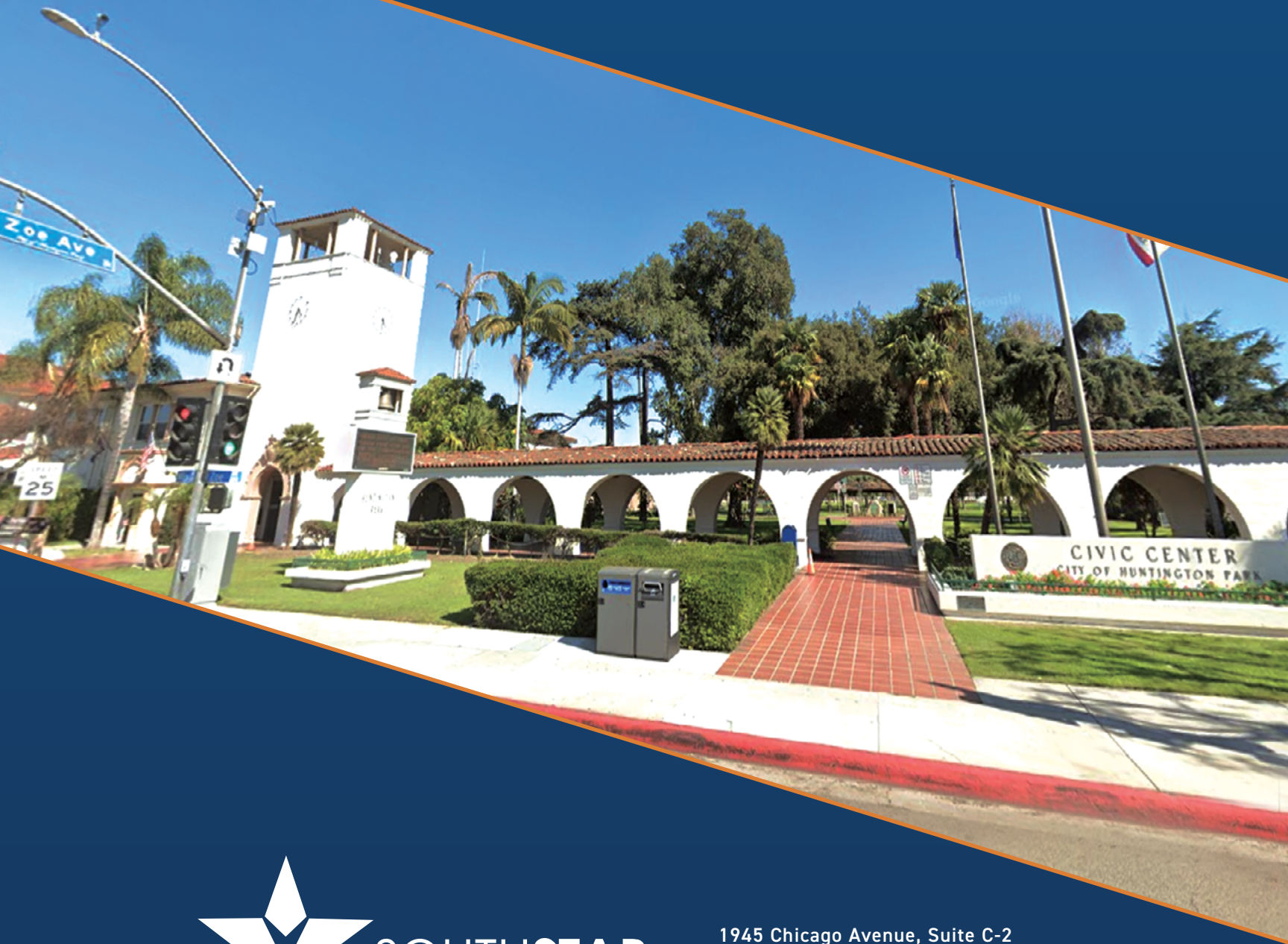
WORK PROPOSAL FOR:

MARCH 22, 2022

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

FOR THE

CITY OF HUNTINGTON PARK
CIP 2017-03 ACTIVE TRANSPORTATION PROGRAM
CYCLE III PROJECT NO. ATPL-5150(015)



SOUTHSTAR
ENGINEERING
& CONSULTING, INC

1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
951.342.3120
southstareng.com

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March 22, 2022

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

RE: **Proposal to provide Construction Management and Inspection Services:
CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015)**

Dear Mr. Roldan,

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the opportunity to submit this proposal. The Southstar team is prepared to work under the City's Public Works Staff to support the CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) Project.

Southstar Engineering is the team to deliver the quality, responsiveness, innovation and value that the City of Huntington Park expects, and we want to successfully deliver your project on schedule and under budget.

For the past 15+ years, Southstar has provided top-notch CIP construction management services for a variety of municipalities throughout Southern California including the cities of Santa Fe Springs, Bellflower, South Gate, Downey, Norwalk, La Mirada, San Dimas, Fontana, Ontario, Palmdale, La Quinta, Palm Desert, Palm Springs, Rialto, Corona, the County of Riverside, Murrieta and Indio. The Southstar construction management team has extensive experience working with these agencies to deliver federally funded and/or state/locally funded public works projects. Our strong working relationship with our clients and knowledge of how to deliver CIP projects has promoted a complete commitment to success and the development of mutual goals. As Principal-In-Charge, I will be the main contact concerning this proposal, and have the authorization to commit to the contractual terms and conditions of this contract.

Under this contract, Mr. Sergio Topete will be your day-to-day contact as the Project Manager and Construction Inspector. Mr. Topete, *who lives in the vicinity*, has completed inspection work for the City in the past. *Sergio has field reviewed the project, taken multiple photos and fully understands the demands of the project.* Sergio has an outstanding relationship in working with the local jurisdictions in the area, including City staff, as well as with the public while on-site doing inspections. *He is also a bilingual in English and Spanish.*

The RFP is incorporated in its entirety as part of this proposal. Southstar will adhere to the provisions described in the RFP without modification. This proposal is considered firm for one hundred and twenty (120) days after the submitted date, or receipt of the last best and final offer submitted.

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.

The Southstar team looks forward to continue our working relationship with the City of Huntington Park. Again, we appreciate the opportunity to submit our qualifications to you. If you have any questions, please feel free to contact me via the information in the blue sidebar above.

Sincerely,



Yvette Kirrin, PE
President & Principal-in-Charge
Southstar Engineering & Consulting, Inc.

*Engineering Trust Into
Every Project*

**Southstar Engineering & Consulting,
Inc.**

DIR No:
100017294

EIN No:
20-5648626



Type of Business Entity:
S-Corporation/100% Employee-Owned

Year Founded:
2006

**Years
in Business:**
15

**Number of
Employees:**
25

Headquarters:
1945 Chicago Avenue, Suite C-2
Riverside, CA 92507

Phone: (951) 342-3120

Fax: (951) 342-3148

www.southstareng.com

Primary Contact:
Ms. Yvette Kirrin, PE
Principal-in-Charge
Cell: (626) 644-8058
Email: yvette@southstareng.com

B-1. Firm Profile

Southstar has provided professional engineering services in Southern and Central California for the past 15 years and is dedicated to the public works and transportation needs of California. Southstar is a certified Small Business Enterprise (SBE) with its primary office located in the City of Riverside. Construction Manager/Inspector Sergio Topete conveniently resides near Huntington Park. Southstar focuses on providing solutions to two primary industry needs: 1) managing the construction of bridges, rapid transit systems, freeways, and local infrastructure within and outside the Caltrans right-of-way (ROW) and 2) managing the project development of both small and large-scale infrastructure improvements. Southstar was built upon the successes of superior construction management skills and experiences. In addition to these two areas of expertise, Southstar's extensive professional knowledge also includes planning, sustainability, utility coordination, design, labor compliance, public outreach, inspection services for roadways, bridges, sanitary sewer, storm channels, streambeds, and other infrastructure projects.



Southstar has an exceptional reputation for delivering and managing a wide variety of projects throughout Southern California. The Southstar Team has the ability and expertise to resolve challenges by offering our clients innovative solutions that are custom tailored to each specific project. Southstar's Core Values – Quality, Value, Innovation, Responsiveness and Trust – drive each valued Team member to deliver high quality services that clients can trust. *Our Diversity, Equity & Inclusiveness approach to hiring the best possible staff helps us create an organization that delivers high quality results coupled with community based values.* With dedicated customer service, Southstar delivers projects of any discipline on time and under budget.

Southstar Services

The City of Huntington Park can be assured of the quality and professionalism of Southstar's staff and its extensive in-house resources are highly regarded within the transportation construction industry. *Southstar construction managers and inspectors have assisted nearly 40 public agencies in the successful delivery of projects of all sizes.* Services include:

- Construction Engineering Management
- Program/Project Management & Design
- Inspection Services
- Community Outreach
- Critical Path Schedule Development
- Project Budget Development & Tracking
- Program Planning
- Utility Relocation Management
- Local Agency Coordination
- Traffic Engineering
- Local Assistance Coordination
- Resolution of Funding Issues
- Federal Funding Guidance
- Claims Management/Risk Management
- Highway Bridge Program
- Right-of-Way management
- Labor Compliance
- Aerial Photography

Southstar team members make a difference to clients and the community by continually providing superior service with the highest level of integrity. Providing client-focused services to many state and local agencies in Southern California, Southstar professionals know the critical questions to ask, and the corresponding solutions to offer. By blending innovative problem-solving skills, exceptional depth of experience, and quality supervision and inspection services, Southstar consistently completes the construction of large-scale transportation projects on time, within budget, and with no claims. *The Southstar team has the ability to resolve challenges by offering their clients innovative solutions that are custom tailored to each project, and this important intersection safety upgrade project is no different.*



Pouring concrete for sidewalks and ADA ramps.



Island to install RRFB and reduce speed.



Resurfacing street with asphalt.

B-2. Meet Our Subconsultants

The Southstar team is rounded out with a top-level subconsultant firm to provide materials testing services. We understand how important this project is to the City of Huntington Park, and we have chosen an experienced and well-qualified firm to join our team. Their firm profile is listed below:

SUBCONSULTANT PROFILE

Ninyo & Moore

Ninyo & Moore's staff of professionals includes experienced registered geotechnical engineers and engineering geologists, and certified technicians and field inspectors. They provide these services throughout the southwestern United States, including roads, highways, bridges, tunnels, railroads, commercial and municipal structures, educational, and other public and private works. Ninyo & Moore offers fully equipped, well-staffed, state-of-the-art laboratory facilities performing a range of laboratory testing services under the supervision of a registered civil engineer. Their laboratories are capable of performing a wide variety of soil, concrete, asphalt, and steel testing. Laboratory testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and is regularly inspected by the Cement and Concrete Reference Laboratory (CCRL). Ninyo & Moore's testing laboratories have been inspected and/or accredited by AASHTO, AMRL, ASTM, Caltrans, California Division of the State Architect, City of Los Angeles, and the City of San Diego.

Ninyo & Moore

ROLE FOR THIS PROPOSAL

Materials Testing Services

EXPERIENCE IN SAME ROLE

San Pablo Ave. Streetscape Phase I
Palm Desert, CA

Monterey Avenue Street Widening Project
Rancho Mirage, CA

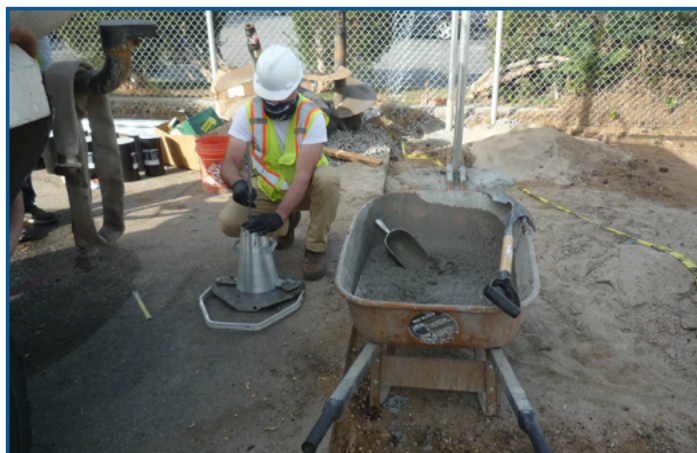
Palm Desert High School,
Palm Desert, CA



Ninyo & Moore Technician does compaction test on base.



Ninyo & Moore Technician does compaction test on asphalt.



Ninyo & Moore Technician take samples for testing concrete.

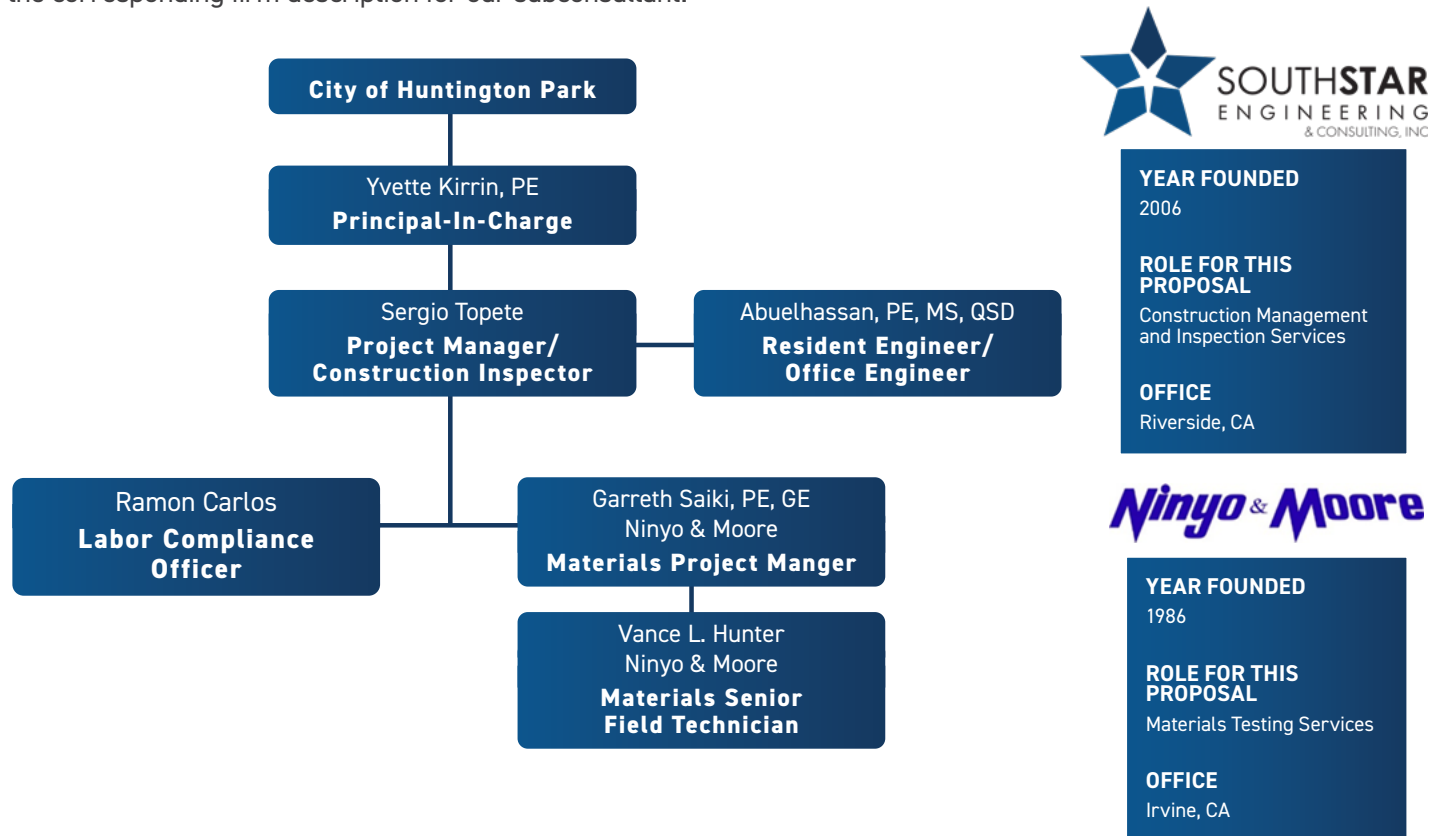
C-1. Relevant Work Experience & Work History

Southstar is proud to showcase our depth of experience in delivering a wide range of municipal projects. The below table summarizes Southstar's experience on similar types of projects.

SOUTHSTAR PROJECT EXPERIENCE
Garfield Ave & Imperial Highway Street Improvements, Firestone Blvd & Otis Street Improvements, and Imperial Highway Center Median Project - South Gate, CA
On-Call Construction Inspection and Engineering Professional Services - Santa Fe Springs, CA
On-Call Construction Management and Inspection Services - Bellflower, CA
Project Management Services for Various Capital Improvement Projects - Fontana, CA
On-Call Construction Inspection Services - La Mirada, CA
Foothill Boulevard Bridge Widening - San Dimas, CA
On-Call Engineering and Traffic Engineering Services for the County of Riverside Transportation Department
On-Call Engineering and Traffic Engineering Services for the City of Corona
On-Call Construction Management and Inspection Services - City of San Bernardino sbX/Omnitrans
I-5 JPA Construction Mitigation Project, Project 300 - La Mirada, CA
City of Pomona On-Call Traffic Engineering Services - Pomona, CA

C-2. Organization Chart

Southstar is a 100% employee-owned corporation and, as such, our employees are the foundation of our company and we encourage a hands-on approach from all team members. On any given project, all of the individuals on our team bring their own experiences, perspectives, ideas, and unique points-of-view developed by their specific career path. We are confident that all tasks will be addressed, and questions can be solved, by this highly experienced and innovative team. Below is the organizational chart illustrating the proposed structure: Please refer to the organizational chart below and the corresponding firm description for our subconsultant.



C-3. Demands of the Project

As the Project Manager and Inspector, the demands of the project will primarily be handled by Mr. Sergio Topete.

Mr. Topete understands there are special requirements the City is requesting, and **the City can rest assured that he is a seasoned inspector ready to provide endless support from inception to completion of the project.** He is a highly competent project manager and inspector with the ability to prepare, read, and draw maps, and effectively communicate the maps with the City, Contractor, Designer, and other stakeholders. Mr. Topete is an effective communicator when coordinating with contractors and city staff by telephone, in written form, e-mail, and in person. He is an expert at estimating the quantifiable characteristics of products or events; estimating sizes, distances, and quantities; and determining time, costs, resources, and materials needed to perform a work activity. **Mr. Topete's long and successful track record is a result of his ability to resolve issues before they arise** and his method of negotiating with others when handling complaints, settling disputes, and resolving grievances and conflicts.



Alameda St. between Zoe and Saturn. New ADA ramp & install pole and RRFB next to Aspire school.



Rita Ave. and Park Place. New ADA ramps and install pole and RRFB next to HP Baptist school.



State St. and Hood Ave. Remove and replace ADA ramps on blocks next to Allard Elementary school.

The following items are the project specific demands that will be handled by Sergio and our team.

The contract period for this project is 120 working days from the Notice-to-Proceed into two phases. Phase I, Procurement Phase, Notice-to-Proceed will be issued for awarded recipient to purchase equipment 14-18 weeks. And Phase II, Construction Phase, notice to proceed will be issued five (5) working days prior to scheduled delivery date of poles/equipment, then thirty (30) working days to complete construction including five (5) working days as move in period.

In our experience with previous projects, we detected typical conflicts in the execution of the projects, so it will be decisive to take the appropriate precautions to avoid in time, quality, and cost of the project.

THE MOST COMMON CONFLICTS ON THE PROJECT AND SOLUTIONS ARE:

- 1. Heavy Traffic** - Make instructions for contractor to reduce the activities or pay special attention to hours of high traffic on major arterials and streets adjacent of schools.
- 2. Schools Near Jobsites** - Adjust the hours of construction to not conflict with students entering/exiting the schools.
- 3. 20 Distinct Locations** - Verify with contractor the schedule for working in distinct locations at same time in near area.
- 4. Residential Zones** - Send notices to inform and talk with the residents to help resolve any claims or problems.
- 5. Parking Restrictions** - The City has many problems with available street parking spaces and when we are in construction, we need to occupy some spaces. For this reason we need inform and talk with residents to resolve any claims or problems.
- 6. Safety on Jobsite** - We need talk with workers about their own personal safety and the safety of residents and pay special attention to helping students and older people when they are walking around the jobsites.
- 7. Construction Yard Location** - The contractor needs to have a construction yard for storage of your materials and equipment every single day to prevent claims from residents.
- 8. Time to receive the RRFB and Poles Approx. 4 Months** - Have the contractor inform every month on the progress of the orders from RRFB, poles and equipment, including the dates from delivery.
- 9. Pot Holes for New Poles Required Before Ordering the Poles** - The contractor is making the potholes and verified all locations of new poles to prevent any conflict with utilities before ordering poles and any necessary potholing for utility lines and foundation.
- 10. Working Hours from 7:00 AM to 4:30 PM** - The contractor needs to adjust the working hours in the locations next to schools and major arterials for heavy traffic.

Yvette Kirrin, PE | Principal-in-Charge



BRIEF EXPERIENCE BIO

Ms. Kirrin has over 30 years of extensive civil engineering experience, including the Management of large transportation programs and infrastructure projects. She also specializes in utility coordination, as well as understands and coordinates with Caltrans (multiple districts), Metro, and Counties of LA and Riverside on multiple projects on a regular basis. Ms. Kirrin provides briefings to large audiences including City Councils, Councils of Governments and at Public Hearings and various industry organizations.. Yvette is an active member with the following organizations: American Society of Civil Engineers (ASCE), Institute of Transportation Engineers, Inc. (ITE), National Society of Professional Engineers, Project Management Institute (PMI), and the Women's Transportation Coalition (WTC).

BENEFITS TO THE (CITY, COUNTY, AGENCY, CLIENT, PROJECT, ETC.)

- Expert in federally funded projects.
- Extensive experience reviewing/managing technical studies associated with the EIR process.
- Expert in utility coordination to minimize potential project delays.

CURRICULUM VITAE

Education:

BS, Mechanical Engineering,
University of Florida, 1992

Professional Registrations:

Professional Civil Engineer, CA
#C63667

Professional Civil Engineer, AZ
#36110

Professional Engineer, FL #53833

Years with Firm:

14

Total Years of Experience:

30

RELEVANT PROJECTS

Gateway Cities Council of Governments (GCCOG) – Consulting Engineer

Project Manager. Like the I-5 JPA, Ms. Kirrin is completing technical oversight and program management services to the GCCOG which includes 20+ Cities/Jurisdictions and over \$1 billion in funds. Ms. Kirrin is responsible for protecting the interests of the Cities regarding how the funds are allocated and spent, as well as responsible for communicating to the Public Works offices, City Managers and Elected officials the status on the projects.

I-5 JPA Executive Director/Authority Engineer

Project Manager. Since 2007, Ms. Kirrin has reviewed various plans, worked with the Cities of La Mirada, Norwalk, Downey, Santa Fe Springs and Commerce to help protect and preserve the interests of the communities while partnering on an over \$1.6 billion in improvements along I-5 including 14 miles of freeway and local Measure R Construction Mitigation projects. Oversight has included PAED, PS&E, RW and Construction, which require close monitoring and communication to the communities including public works, city managers and the elected officials.

Principal-in-Charge of the following Contracts

- City of Bellflower – Construction Management & Inspection (Current)
- City of Santa Fe Springs – Engineering Services, Construction Management & Inspection (2015 - Current)
- City of La Mirada – Construction Management & Inspection (2017-2021)
- City of South Gate – Roadway Improvements at Garfield and Imperial Intersections (2021)
- City of Huntington Beach – On-Call Grant Assistance

Sergio Topete | Project Manager and Construction Inspector



Mr. Topete has over 30 years of civil engineering experience, with a career track focused on City Engineering Management, planning, organizing, directing, and review of all activities and operations of a Public Works Department. Duties include reviewing, design and approving plans, specifications, estimates and bids, directing inspection activities, coordination of assigned activities with other departments, divisions and outside agencies, oversight of the City's annual street improvement program, CDBG Projects, SR2S, Prop. C, STPL and providing highly complex administrative support to the Public Works Director. Mr. Topete has directed and participated in the construction and inspection of infrastructure projects, establishing project schedules, verification of project status, ensuring compliance with contract specifications and Local and National codes. His experience includes developing and monitoring contractor pay requests, vendor pay requests, sub-contractor pay requests and equipment/manpower reports. He is also bilingual in English and Spanish.

RELEVANT PROJECTS

Street Improvements on Garfield Avenue and Imperial Highway in the City of South Gate

Construction Inspector. Performed field inspection of pavement concrete grind asphalt; leveling course; ARHM overlay; demolition and replacement of ADA ramps; construction of medians and walkways with landscape grouted cobble, decomposed granite, boulders, irrigation system; striping; replace traffic signals; remove and replace curb & gutters, driveways, cross gutters; and install new controller, remove and replace electrical pedestal. The project required heavy traffic control and coordination with business owners. Work also included photo documentation, measuring, calculating, and recording all construction quantities for estimates.

Pacific Boulevard Improvements, City of Huntington Park, CA

Construction Inspector. Work included needs assessment, and inspection during construction and closeout for replacement of ADA ramps on commercial street and reconstruction of damages sidewalks install new irrigation and street lighting system on the Historic Old Town Street and install new landscape with new trees and plants the project required caution traffic control and coordination with Business owners.

Cycle 8 State Legislated SR2S Project-CIP No. 807, El Monte, CA

Project Manager/Construction Inspector. Performed needs assessment, preparation of the scoping documents and project management and inspection during construction and closeout phase. The project includes remove and replace ADA Ramps construct new sidewalks, cross gutters, striping and solar lighting signs the project required caution traffic control.

CDBG ADA Ramps & Sidewalk Project, El Monte, CA

Project Manager/Construction Inspector. Inspection of curb & gutters, sidewalks, driveways, ADA ramps. The project required traffic control and coordination with residents. The scope of work included project management and inspection during construction and closeout phase.

Bellflower Boulevard Widening Project. Artesia Boulevard to SR-91 WB Ramp. Specification No. 14/15-09 (with Caltrans Coordination)

Construction Inspector. Performed inspection of dedicated right turn lanes for SR-91 freeway access, longer left turn lanes for SR-91 freeway ramp access, newly paved roadway and pavement striping and signs, wider travel lanes, all new traffic signals, traffic signal equipment and fiber optic, new traffic signal timing and crosswalk improvements, new street lights poles and lamps. Coordination with Caltrans was required for the encroachment permit improvements in areas with Caltrans access control.

Sergio Topete – Continued

Eucalyptus Avenue Street Improvements From Somerset Blvd to Flora Vista Street (Specification 13/14-04)

Construction Inspector. Performed inspection of cold mill asphalt; leveling course; ARHM overlay; demolition and replacement of ADA ramps; striping; replace traffic signals; street lights poles and lamps; remove and replace curb & gutters, driveways, cross gutters; and install new Rectangular Rapid Flashing Beacons (RRFB) with LED lights and speed radars next to school, new traffic signal timing and crosswalk improvements.

Paramount Boulevard Median Improvement Project CIP NO. 21272, Pico Rivera, CA

Construction Inspector. Work performed included inspection of pavement concrete grind asphalt; leveling course; ARHM overlay; demolition and replacement of ADA ramps; construction of medians and walkways with landscape grouted cobble, decomposed granite, boulders irrigation with reclaimed water and guard rail; striping; replace traffic signals; remove and replace curb & gutters, driveways, cross gutters; and install new controller, remove and replace electrical pedestal. The project required heavy traffic control and coordination with business owners.

Whittier Bl. Street Rehabilitation Project, City of Pico Rivera, CA

Construction Inspector. Sergio is currently the Inspector, his scope of work includes and is not limited to field inspection of work performed by Cold Plane on concrete, grind asphalt, leveling course, ARHM overlay, demolition and replace road surface under the rail road underpass, construction of medians and islands with landscape irrigation and monument entrance, striping, replace traffic signals, street lights poles and lamps, remove and Replace curb & gutters, sidewalks, driveways, cross gutters. Install new catch basins, remove and replace electrical pedestals, painting concrete wall and bridge with anti-graffiti coat. The project required heavy traffic control and coordination with business owners. He is to document work activities and take digital photos of the work. Measuring, calculating and recording all construction quantities for estimates. Report and document any working practices. Issue inspection reports to City Engineer on a regular basis.

Downtown Improvement Project Phase 1 ADA Ramps and Sidewalks, El Monte, CA

Project Manager/Construction Inspector. Mr. Topete provided Project Management and Inspection Services for Valley Mall Street. The scope of work included needs assessment, preparation of the scoping documents and management of the bid and award phase including program, project management and inspection during construction and closeout for replace ADA Ramps on commercial street and reconstruction of damages sidewalks plants the project required caution traffic control and coordination with El Monte Business Association EMBA.

Downtown Improvement Project Phase 2 Landscaping, Irrigation & Lighting, El Monte, CA

Project Manager/Construction Inspector. Under contract with the City of El Monte, Sergio provided Project Management and Inspection Services for Valley Mall Street Construction. The scope of work included needs assessment, preparation of the scoping documents and management of the bid and award phase including program, project management and inspection during construction and closeout for remove 24 old unhealthy olive trees and install new irrigation and street lighting system on the Historic Old Town Street and install new landscape with new trees and plants the project required caution traffic control and coordination with El Monte Business Association EMBA.

Valley Circle New Row Project, City of El Monte, CA

Project Manager/Construction Inspector. Under contract with the City of El Monte, provided project Management and Inspection Services for Santa Anita-Valley Blvd. Intersection Improvement Project. The scope of work included needs assessment, preparation of the scoping documents including project management and inspection during construction and closeout phase Construction of new road entrance for Public Works Yard and water tank from Water Department of the City and backyard entrance for new development of Wal-Mart Supercenter.

Amr Abuelhassan, MS, PE, QSD | Resident Engineer/Office Engineer



BRIEF EXPERIENCE BIO

Mr. Abuelhassan has over 30 years of experience in project management, construction management, and civil engineering. His extensive construction management and administration experience and knowledge provides a solid foundation for the delivery of projects from inception to completion of construction. Mr. Abuelhassan's experience includes working for Caltrans District 8 delivering projects on various routes within the District as a Project Manager and as a Resident Engineer. Mr. Abuelhassan's experience also includes working for the County of San Bernardino Department of Public Works as a Resident Engineer where he performed the duties of construction manager on several successful projects. During his tenure, as Resident Engineer at the County of San Bernardino Department of Public Works, Mr. Abuelhassan delivered the largest transportation construction project in the County's history, Ft. Irwin Road Widening and Rehabilitation Project.

BENEFITS TO THE (CITY, COUNTY, AGENCY, CLIENT, PROJECT, ETC.)

- Former Caltrans Project Manager and Resident Engineer
- Has managed multiple public works projects throughout Southern California
- Significant experience in Federally Funded Transportation Projects
- Experienced Resident Engineer of similar projects
- Expert on roadway, highway and bridge construction projects
- Significant Experience in Delivering Transportation Projects under Caltrans Oversight

CURRICULUM VITAE

Education:

Master of Science,
Civil Engineering,
California State University,
Fullerton, 1997

Bachelor of Science,
Civil Engineering,
California State Polytechnic
University,
Pomona, 1991

Caltrans RE Academy 2001

Professional Registrations:

Professional Engineer
CA Civil No.C57817, CA

Qualified SWPPP Developer (QSD)
#23428

Years with Firm:

13

Total Years of Experience:

33

RELEVANT PROJECTS

Street Improvements on Garfield Avenue and Imperial Highway in the City of South Gate. Resident Engineer.

**San Pablo Ave Streetscape Phase I Project, Palm Desert, CA
Resident Engineer.**

**La Quinta Complete Streets Improvements Project, La Quinta, CA
Resident Engineer.**

**Foothill Boulevard Bridge Widening, San Dimas, California
Resident Engineer.**

**I-15/Cajalco Interchange Improvement Project, Corona, CA
Resident Engineer.**

**Los Alamos Road Overcrossing Bridge Replacement, Murrieta, CA
Resident Engineer.**

**I-5 Widening Construction Traffic Mitigation Projects- JPA,, Cities of La Mirada, Norwalk, and Santa Fe Springs, CA
Resident Engineer.**

**I-5 JPA Construction Mitigation Project, Project 300, La Mirada, CA
Resident Engineer.**

Ramon Carlos | Labor Compliance Officer

Mr. Ramon Carlos, Jr. has been a labor compliance officer since 2003 with the public sector as well as private sector. He takes on highly challenging positions and projects, and with his energy, initiative, and ability to implement and administer programs, delivers successful assignments that have built his reputation in our industry as one of the best labor compliance officers in the Inland Empire.

RELEVANT PROJECTS

City of Corona, I-15/Cajalco Road Interchange Project, Corona, CA

Labor Compliance Officer. Mr. Carlos served as the labor compliance officer for this \$50M project. The project reconstructed the interchange located on Interstate 15 at Cajalco Road in the City of Corona. The improvements will increase the capacity of the overcrossing and ramps in order to reduce congestion and accommodate projected development and growth in the area. As the labor compliance officer, Ramon is responsible for reviewing contractor's certified payroll records, performing worker interviews, DBE reports and EEO records.

I-10/Jefferson Street Interchange Project, Indio, CA

Labor Compliance Officer. Mr. Carlos served as the Labor Compliance Officer for this project that consisted of widening the existing structure for both west and east bound traffic. The project added a 5-foot bike lane and an 8-foot shoulder to improve pedestrian safety and tie in with the existing east and west bound approaches by widening the existing structures. The project also included the installation of a water main on Foothill. Throughout the construction duration, one-way traffic was maintained on Foothill Boulevard, continuous access to the businesses and residents was also maintained.

Foothill Boulevard Bridge Widening, San Dimas, California

Labor Compliance Officer. Mr. Carlos served as the Labor Compliance Officer for this project that consisted of widening the existing structure for both west and east bound traffic. The project added a 5-foot bike lane and an 8 foot shoulder to improve pedestrian safety and tie in with the existing east and west bound approaches by widening the existing structures.

Los Alamos Bridge, I-15, Murrieta, California

Labor Compliance Officer. He reviewed the Prime and subcontractor certified payrolls, on a monthly basis, to confirm compliance with specified prevailing wage requirements. He also provided written reports with any findings on certified payroll reviews and interviews to construction manager on a monthly basis.

Project Cost: \$30 million | Performance Period: 12/2006-12/2010

Riverside Water Treatment Plant (WQCP expansion project), Riverside, California

Labor Compliance Officer. He reviewed the Prime and subcontractor certified payrolls, on a monthly basis, to confirm compliance with City of Riverside specified prevailing wage requirements. He conducted on-site/mail interviews with prime and subcontractor employees to confirm compliance with the City of Riverside specified prevailing wage requirements. He conducted source document reviews on contractors who performed work on project. He also provided written reports with any findings on certified payroll reviews and interviews to construction manager on a monthly basis.

Project Costs: Varies | Performance Period: Varies

CURRICULUM VITAE

Total Years of Experience:

19

Total Years with firm:

10

Education:

High School Diploma

Garreth Saiki, PE, GE

Materials Project Manager



EDUCATION

MBA, 1998, University of California Davis

M.S., Geotechnical Engineering, 1989,
University of California Berkeley

B.S., Civil Engineering, 1987, University of
California Berkeley

REGISTRATIONS/ CERTIFICATIONS

PE 49665 (California)

GE 2509 (California)

Nuclear Gauge Operator Certification

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures.

EXPERIENCE

San Pedro Plaza Park Phase III, San Pedro, California: Served as Project Manager during earthwork testing and observation services for the San Pedro Plaza Park – Phase III project located at 7000 South Beacon Street in the San Pedro area of Los Angeles, California. The project consisted of minor slope grading in order to assist in supporting a new walkway ramp and stairway along the existing descending slope located on the east side of the park site. Ninyo & Moore's field services consisted of earthwork testing and observation during the slope improvement earthwork operations. Services also included laboratory testing, as well as final compaction report preparation and submittal.

South Los Angeles Wetland Park, Los Angeles, California: Served as Principal Engineer during the rough and fine grading and various trench excavation and structural backfill recompaction operations for the South LA Wetland Park/LA BOE project located in Los Angeles, California. The project consisted of construction of a new wetland area that will include ponds, swales, and weir structures, as well as a pump station, pedestrian bridges, observation decks, decomposed granite walkways, and new underground stormdrain pipelines. Materials testing services included laboratory proctor density, sieve analysis, and sand equivalent testing of the excavated materials used as recompacted fill.

Marsh Park Project, Los Angeles, California: Served as Project Manager for the geotechnical and materials testing and deputy inspection services during construction of the Marsh Park project that is located in Los Angeles, California. The project consisted of construction of a new park site that will include a new restroom building, picnic shelter, storage structure, trash enclosure, and perimeter site walls, seat walls, and a new asphalt concrete parking lot, as well as new bio-swale, utility pipeline, concrete pavement, decomposed granite and landscaping construction.

Peck Park Canyon Enhancement, San Pedro, California: Served as Project Manager retained to provide geotechnical consulting services for the Peck Park Canyon Enhancement Project in the San Pedro area of Los Angeles, California. The project involved the design and construction of Best Management Practices (BMP's) to improve water quality, provide erosion protection, and reduce flooding potential along Peck Park Canyon and Dunn Canyon. Pedestrian bridges and pedestrian path improvements were also included in the project. Mr. Saiki performed a geotechnical evaluation for design purposes and oversaw geotechnical observation and testing services during the construction phase.

Vance L. Hunter

Materials Senior Field Technician



REGISTRATIONS/ CERTIFICATIONS

Caltrans TL-0111 Certification

ACI Concrete Field Technician
Certification

OSHA 40-hour Hazardous Waste
Operations and Emergency Response
Certification

Nuclear Gauge Operator Certification

As a Senior Field Technician for Ninyo & Moore, Mr. Hunter performs field testing of concrete and asphalt concrete, provides inspection of asphalt and concrete batch plants, provides geotechnical laboratory testing, quality control for all laboratory procedures, including fulfilling requirements for ASTM, AASHTO, CALTRANS, ACI, and UBC Standards, and provides geotechnical observation and testing services for earthwork projects.

EXPERIENCE

Caltrans District 12/Sampling and Testing Services, #12A1437 and #12A1589, Orange County, California: Senior field Technician responsible for providing materials testing services to support the development and construction of state transportation projects in District 12. Field services included sampling and testing of concrete, asphalt concrete subgrade, and aggregate base. Laboratory testing services included California Impact Test, R-value, AC extraction, AC maximum density, durability, and flexural strength testing. Testing was performed in accordance with CTM standards.

Caltrans District 12 I-405 Improvement Project, Orange County, California: Ninyo & Moore was retained to provide materials sampling and testing services for the I-405 Improvement Project between SR-73 and I-605. The project consists of 16 miles of improvements, including adding one regular lane in each direction between Euclid Street and I-605, as well as improvements to existing on-ramps, off-ramps, and bridges. The project also included the creation of the I-405 Express Lanes which incorporate the existing carpool lanes and a new lane in each direction between SR-73 and I-605. Ninyo & Moore's services included sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Specifically, soils and aggregate testing included CT 125 (all materials), CT 201, CT 202, CT 205, CT 216, CT 217, CT 226, CT 227, CT 231 and CT 229. Concrete testing included CT 504, CT 518, CT 523, CT 533, CT 539, CT 540, CT 543, CT 556, and CT 557. Specific laboratory Tests included CT 301, CT 304, CT 308, CT 309, and AASHTO T 312 and T 324. Our work also included working out of Caltrans' laboratory located in Huntington Beach.

Orange County Transportation Authority/I-5 Gateway Project (I-5 between SR-91 Freeway and Los Angeles County Line), Los Angeles, California: Inspector/Technician retained to provide sampling and testing of structural concrete, asphalt concrete (AC), asphalt treated permeable base (ATPB), embankment fill, lean concrete base (LCB), cement treated base (CTB), aggregate base (AB) and polymer concrete overlay. Services included batch plant inspection during production of asphalt concrete and structural concrete. A mobile lab was set up on-site to help speed up the turn-around time on some of the lab tests.

I-5 and La Paz Road Widening, Laguna Hills, California: Served as Senior Field Technician retained to provide sampling and testing of structural concrete, trench backfill, retaining wall backfill, subgrade, aggregate base, and asphalt concrete. Our services also included batch plant inspection during production of asphalt concrete and structural concrete. The project schedule required work at night and on weekends.

References

Southstar is proud of our references, as they generate repeat business, and help us grow. The three (3) references that we've chosen to showcase in our proposal include the Cities of South Gate, Bellflower and Santa Fe Springs. Not only do we work regularly within these Cities but the work performed within these jurisdictions are consistent with the scope of work to be performed in this contract. Owing that these Cities are all within the Gateway Cities subregion: we know that you know them and can also have candid discussions about our abilities to deliver work professionally, on-time and under budget



Garfield Avenue & Imperial Highway Street Improvements, Firestone Boulevard & Otis Street Improvements, and Imperial Highway Center Median Project

Southstar Engineering is providing construction management, inspection, and labor compliance services for this two project contract. Services provided include: contract administration, construction observation/inspection, utility coordination, surveying, labor compliance, traffic engineering support, geotechnical and material testing services, and project close-out services.

Imperial Highway between Los Angeles River and west City limits: (a) Installation of a raised center medians with landscape and hardscape, (b) landscape uplighting, (c) pavement rehabilitation, (d) reconstruction of deficient sidewalk, curb and gutter, drive approaches, and (e) ADA compliance.

Garfield Avenue between Jefferson Avenue to South City limit: (a) Installation of landscape, (b) pavement rehabilitation, (c) reconstruction of deficient sidewalk, curb and gutter, drive ap-proaches, and decorative paver crosswalks, (c) ADA compliance, and (d) Holly-dale Library Improvements.

Firestone Boulevard between San Miguel Avenue to Otis Street: (a) Installation of the landscape, (b) construction of a drop-off/pick-up lane and traffic signal modification at Firestone Boulevard/Otis Street, (c) pavement rehabilitation, (d) reconstruction of deficient sidewalk, curb and gutter, drive approaches, and (e) ADA compliance.

LOCATION

South Gate, Los Angeles County, CA

OWNER

City of South Gate
Jose Loera, Interim Deputy City
Engineer/City Traffic Engineer 8650
California Ave,
South Gate, CA 90280

Office: 323.563.9578

E-Mail:

Jloera@sogate.org

CONSTRUCTION COST

\$6 Million

DATES OF SERVICE

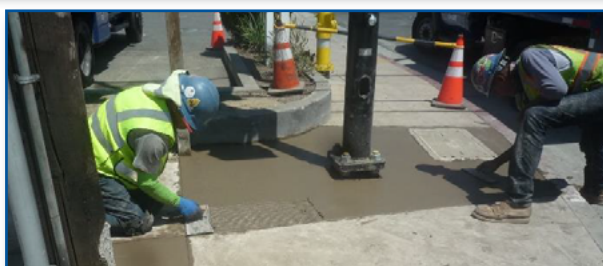
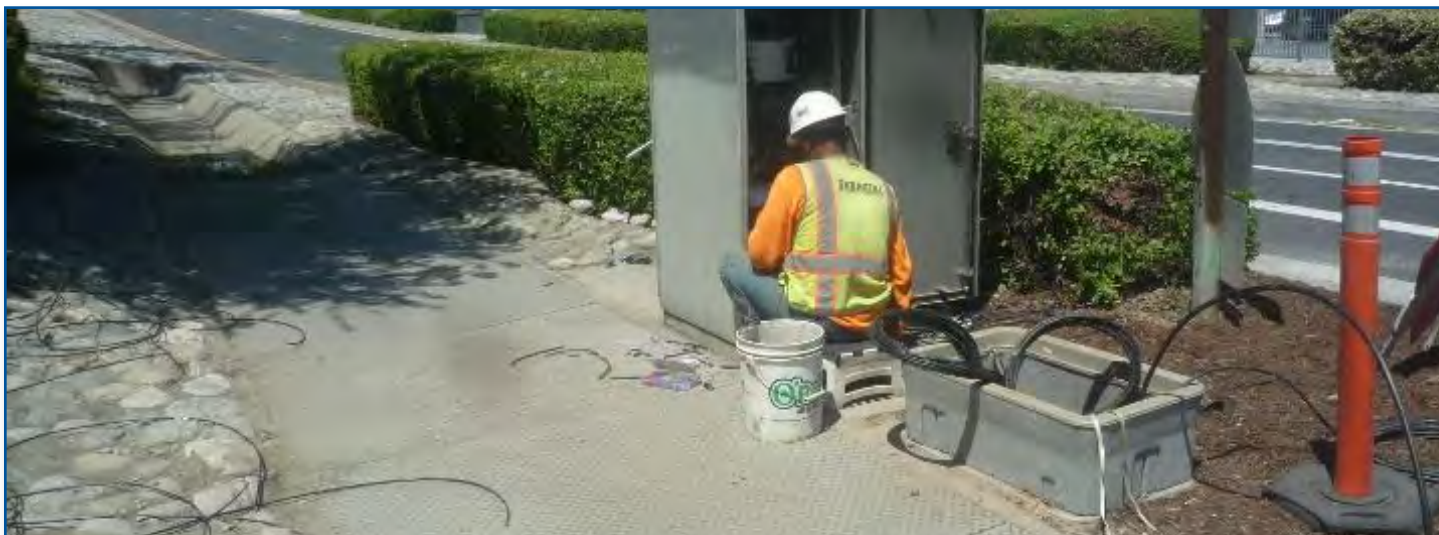
09/2020 - 03/2022

STAFF

Yvette Kirrin, PE - Project Manager

Amr Abuelhassan, PE, MS, QSD

Sergio Topete



On-Call Construction Management and Inspection Services

The Southstar team provided construction management and inspection services for various improvements projects throughout the City of Bellflower. Mr. Topete was the preferred inspector for these projects due to his successful track record in the local area. After completion of these improvement projects, the City provided Southstar with immense appreciation for Mr. Topete's work. Inspection services provided include the observation of the installment of concrete on sidewalk around the pull box on Bellflower Bl. and Artesia Bl., the subcontractor making wire connections on the control panel, excavation and leveling of ADA ramps, and the installment of concrete into ADA ramps. Below is a list of Task Orders for Inspection Services:

- Bellflower Boulevard Widening Project. Artesia Boulevard to SR-91 WB Ramp. Specification No. 14/15-09 (with Caltrans Coordination)
- Eucalyptus Avenue Street Improvements from Somerset Boulevard to Flora Vista Street (Specification 13/14-04)

LOCATION

Bellflower, CA

OWNER

City of Bellflower
Mr. Jerry Stock - City Engineer &
91/605/405 TAC Vice-Chair

16600 Civic Center Dr. Bellflower,
CA 90706

Cell: 714.448.5835

E-Mail:

Jstock@bellflower.org

CONSTRUCTION COST

Various

DATES OF SERVICE

02/2017 - Ongoing

STAFF

Yvette Kirrin, PE - Project Manager

Amr Abuelhassan, PE, MS, QSD

Sergio Topete



On-Call Construction Inspection and Engineering Professional Services

Southstar Engineering has been providing project management, construction management and public outreach services on various Capital Improvement Projects for the City. Improvements included: reconstruction of sidewalks, stamped concrete, curb and gutters; upgrades or additions of ADA ramps; pavement re-habilitation; storm drain reconstruction or rehabilitation; and traffic signal up-grades, landscape and irrigation improvements, bioswale construction, and parking lot resurfacing.

Below is a list of completed task orders:

- Santa Fe Road Improvement Project
- Ann Street Improvements Project
- Painter Road Improvement Project
- Rivera Road Street Improvements Project
- Santa Fe Springs Slurry Seal Program
- Scoreboard Replacement Project
- City Hall Parking Lot Improvements Project
- Whittier Water Main Connection
- Barkley and Parkmead Street Improvement Project
- Florence Avenue Water Main Relocation Phase 1 and 2 Project
- Florence Avenue Widening Project
- I-5 Florence Avenue Interchange Project
- Greenleaf Avenue Street Improvement Project
- Valley View Grade Separation Project, E-76 Submittal
- Street Light Inventory Project, City-Wide

LOCATION

Santa Fe Springs, Los Angeles County, CA

OWNER

City of Santa Fe Springs
Noe Negrete, Public Works Director
11710 Telegraph Rd,
Santa Fe Springs, CA 90670

Office: 562.409.7611

Cell: 562.455.5680

E-Mail:

Noenegrete@santafesprings.org

CONSTRUCTION COST

Various

DATES OF SERVICE

01/2016 - Ongoing

STAFF

Yvette Kirrin, PE - Project Manager

Amr Abuelhassan, PE, MS, QSD

March 9, 2022

CITY OF HUNTINGTON PARK

Answers to Request for Information (RFI) No. 1

Request for Proposal & Notice Inviting Bid CIP 2017-03 ATP Cycle 3

The following questions were posed by individuals interested in the Request for Proposal (RFP) and Notice Inviting Bid (NIB) for the CIP 2017-03 ATP Cycle 3. Answers to the questions are highlighted in yellow.

1. Since this project is federally funded, what is the minimum DBE commitment required?

Project not federally funded. No DBE requirement.

Answers to RFI No. 1 shall hereby be made a part of the RFP/NIB and supersede, replace, and/or amend the provisions included in the original RFP and contract specifications in the NIB.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive.

Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

Southstar Engineering & Consulting, Inc.

Company Name

03/09/2022

Date

Yvette Kirrin - President

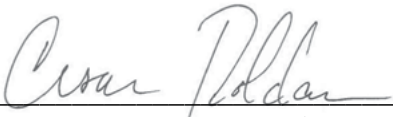
Print Name



Signature

End of Request for Information No. 1

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

By: 
Cesar Roldan, Director of Public Works

Date: 3/8/2022

COST PROPOSAL - SOUTHSTAR ENGINEERING AND CONSULTING, INC.

March 22, 2022

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

RE: **CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) – CM/CI Services**

Dear Mr. Roldan,

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the opportunity to submit the below cost proposal. The Southstar team is prepared to work under the City's Public Works Staff to support the CIP 2017-03 ATP Cycle III Project No. ATPL-5150(015) Project.

Southstar Engineering is the team to deliver the quality, responsiveness, innovation and value that the City of Huntington Park expects, and we want to successfully deliver your project on schedule and under budget.

Southstar Engineering and Consulting, Inc. Cost Proposal - City of Huntington Park CIP 2017-03 ATP Cycle 3 Project No. ATPL-5150(015)*					
Name	Role	Weeks	Total Project Hours	Hourly Rate	Total Cost
Yvette Kirrin	Principal-In-Charge**	20	0	\$ 259.00	\$ -
Sergio Topete	PM/Construction Inspector***	20	800	\$ 122.00	\$ 97,600.00
Ramon Carlos	Labor Compliance	20	60	\$ 110.00	\$ 6,600.00
				Total	\$ 104,200.00

*Assumption: 20 weeks for Project

** Courtesy will be provided at no cost.

***Assuming 40 hours per week, inspection level of effort

Ninyo & Moore	Materials Testing
Field Services	\$3,398
Laboratory Testing	\$756
Project Coordination	\$830
Total	\$4,984

Total Project	\$109,184
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Engineer's Estimate: \$862,169
Proposed Fee % of Engineers Cost
12.66%

The Southstar team looks forward to continue our working relationship with the City of Huntington Park. Again, we appreciate the opportunity to submit our qualifications to you.

Sincerely,



Yvette Kirrin, PE
President & Principal-in-Charge
Southstar Engineering & Consulting, Inc.