

ITEM NO. 1

## MINUTES

Special Meeting of the  
City of Huntington Park City Council  
Tuesday, June 21, 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 6:04 p.m. on Tuesday, June 21, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

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

**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 Ortiz.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Karen Galicia

### PRESENTATION(S)

1. ART WALK FESTIVAL WINNERS
2. WOLRD ELDER ABUSE AWARENESS DAY PROCLAMATION
3. RECOGNITION OF LINDA E. MARQUEZ HIGH SCHOOL BAND
4. EDUCATORS TEN-YEAR ANNIVERSARY

### PUBLIC COMMENTS

The following person provided public comment:

1. Olga Portillo

### STAFF RESPONSE

Mayor Ortiz requested for staff to please provide a response related to food vending public comment.

City Manager Ricardo Reyes provided details related to street vending in Huntington Park. He shared that an ordinance was adopted by the city related to food vending and the process for obtaining a permit. He closed suggesting the resident meet with the director of Community Development Steve Forster for assistance with the permitting process.

Mayor Ortiz requested staff set up a meeting with the resident to provide assistance.

### **CLOSED SESSION**

Prior to closed session City Attorney Araceli Almazan requested a motion to add a subsequent need item to the closed session agenda.

**MOTION:** Councilmember Sanabria moved to add one (1) subsequent need item to closed session agenda, seconded by Mayor Ortiz. Motion carried by unanimous consent.

**AYES:** Councilmember(s): Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz.

**NOES:** None

**ABSENT:** Councilmember Avila

City Attorney Almazan then stated that it is appropriate to recess to closed session.

Mayor Ortiz recessed into closed session at 6:52 p.m.

**1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9(d)(1)

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

**2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Government Code Section 54956.9(d)(4)

Consideration of initiation in one potential case

**3. CONFERENCE WITH LEGAL COUNSEL – ANTICPATED LITIGATION**

Government Code Section 54956.9(d)(2)

**4. CONFERENCE WITH LEGAL COUNSEL – ANTICPATED LITIGATION**

Government Code Section 54956.9(d)(2)

**5. CONFERENCE WITH LEGAL COUNSEL – ANTICPATED LITIGATION**

Government Code Section 54956.9(d)(2) (Subsequent need item added by City Council with 2/3 vote)

Mayor Ortiz did not return from closed session. Vice Mayor Martinez chaired the City Council meeting after closed session and reconvened the Council meeting at 7:42 p.m.

### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Almazan reported that the record should reflect that with Councilmembers Sanabria, Macias, and Vice Mayor Martinez the five matters listed on the closed session agenda were discussed. With regard to items one (1), two (2), four (4), and five (5) Council was briefed, and no final action was taken. With regard to item three (3) Council was briefed, direction was provided on a possible resolution. 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): Sanabria, Macias, and Vice Mayor Martinez

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

#### **1. CITY COUNCIL MEETING MINTUES**

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

- 1-1. Special City Council Meeting held May 24, 2022
- 1-2. Special City Council Meeting held May 31, 2022

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

Adopt Resolution No. 2022-19 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

#### **FINANCE**

#### **3. CHECK REGISTERS**

Approve Accounts Payable and Payroll Warrant(s) dated June 21, 2022;

**END OF CONSENT CALENDAR**

## **REGULAR MEETING AGENDA**

### **PARKS AND RECREATION**

#### **4. CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION AND EXPENDITURES IN 2022-2023 FISCAL YEAR BUDGET FOR THE CITY OF HUNTINGTON PARK'S 2022, 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY**

**MOTION:** Councilmember Sanabria moved to approve a budget appropriation to provide pyrotechnic services for the City of Huntington Park's 2022, 4<sup>th</sup> of July Celebration in 2022-2023 Fiscal Year Budget; and authorize the City Manager to budget \$40,000 in the 2022-2023 Fiscal Year budget; and authorize City Manager to execute the agreement if a sole-source provider is identified, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

### **POLICE DEPARTMENT**

#### **5. ASSEMBLY BILL 481 MILITARY EQUIPMENT USE POLICY**

**MOTION:** Councilmember Sanabria moved to approve the Huntington Park Police Department's current and future Military Equipment List of specialized equipment and its Military Equipment Use Policy; and provide the Chief of Police direction to bring back a proposed Ordinance for its first reading and introduction after the 30-day online publication requirement of the Military Equipment Use Policy is satisfied; and hold a public hearing in conjunction with the Council meeting where the public may comment on the Policy before City Council, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

#### **6. AUTHORIZATION TO RENEW THE PARTNERSHIP AGREEMENT WITH LOS ANGELES COUNTY OFFICE OF YOUTH DIVERSION AND DEVELOPMENT PROGRAM AND APPROVE ALMA FAMILY SERVICES AS THE YOUTH DIVERSION SERVICES PROVIDER**

**MOTION:** Councilmember Sanabria moved to approve the Partnership Agreement with both The Los Angeles County Office of Youth Diversion and Development (YDD), and Alma Family Services (AFS); and authorize the City Manager to execute the agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

## **7. APPROVAL OF SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS**

**MOTION:** Councilmember Sanabria moved to authorize the City Manager to execute a six (6) year Service and System Upgrade Agreement with Motorola Solutions in an amount not to exceed \$158,090.27 over the six-year course of the agreement; and authorize the City Manager to waive the formal bid process and approve a sole source purchase due to proprietary software and hardware that can only be serviced and upgraded by the manufacturer (Motorola Solutions); and authorize the City Manager to budget \$24,404.29 in the 2022-2023 Fiscal Year budget to cover the cost of year one of the agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

## **8. AUTHORIZATION FOR A REQUEST FOR QUALIFICATIONS (RFQ) PROCESS FOR THE PURPOSE OF COMMUNITY DEVELOPMENT COMPLIANCE SERVICES**

**MOTION:** Councilmember Sanabria moved to authorize a Request for Qualifications (RFQ) process for the purpose of soliciting qualifications from interested parties for Community Development services related to CDBG and HOME programs, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

**9. CONSIDERATION AND APPROVAL OF RESOLUTION TO LIST SURPLUS VEHICLES TO SELL AT AUCTION**

**MOTION:** Councilmember Sanabria moved to adopt Resolution No. 2022-18 declaring surplus property and authorize the disposal of said property through US Auctions; and authorize staff to sell via auction, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

**10. CONSIDERATION AND APPROVAL TO MODIFY HUNTINGTON PARK EXPRESS LOCAL TRANSIT BUS SHUTTLE STOP LOCATIONS**

Item 10 was tabled by City Manager Ricardo Reyes.

**11. CONSIDERATION AND APPROVAL TO EXTEND PACIFIC PIPELINE SYSTEM LLC'S FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON**

**MOTION:** Councilmember Macias moved to authorize City Manager to sign the franchise agreement extension letter for Pacific Pipeline System LLC to operate and maintain a hydrocarbon pipeline within the City limits, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

**12. CONSIDERATION AND APPROVAL TO PURCHASE A SCISSOR LIFT PURSUANT TO MUNICIPAL CODE SECTION 2-5.13 (C) AND PUBLIC CONTRACT CODE, DIVISION 2. GENERAL, PART 3. CONTRACTING BY LOCAL AGENCIES, CHAPTER 2.5. EMERGENCY CONTRACTING PROCEDURES [22050- 22050.]**

**MOTION:** Pursuant to Municipal Code Section 2-5.13 (c) Emergency purchase and Public Contract Code, Division 2. General, Part 3. Contracting by Local Agencies, Chapter 2.5. Emergency Contracting Procedures [22050- 22050.] Councilmember Sanabria moved to authorize the City Manager, Public Works Director and Finance Director to proceed without solicitation of bids to purchase a scissor lift to replace the utility service boom truck utilized to service high to reach infrastructure and facilities; and approve the purchasing of an electric drive

scissor lift from Southwest Toyota Lift for a not-to-exceed amount of \$37,000 payable from Account #535-8090-452.74-10 (\$24,158) and Account #111-8095-431.61-50 (\$17,777); and authorize the City Manager to accept and execute the quote, seconded by Councilmember Macias. Motion carried by unanimous consent.

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

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

**13. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT FOR ON-PREMISES DATABASE HOSTING SERVICES**

**MOTION:** Councilmember Macias moved to award a Professional Services Agreement to Lan Wan Enterprise to provide On-Premises Database Hosting Services for a not-to-exceed amount of \$984,772; and approve a budget appropriation for Fiscal Year 2022-2023 in the amount of \$475,000 from account 111-9050-462.74-10 American Rescue Funds Capital Equipment and \$96,000 from account 111-9050-462.56-41 American Rescue Funds Contractual Services for payment to provide On-Premises Database Hosting Services; and authorize the City Manager to negotiate final terms and execute the Professional Services Agreement, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

**NOES:** None

**ABSENT:** Councilmember Avila, and Mayor Ortiz

**END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS**

Police Chief Lozano reminded all residents that the police will be strictly enforcing the use and possession of illegal fireworks during the Fourth of July holiday season. The fine for use or possession of illegal fireworks is \$5,000 dollars. He also reminded the community and City Council that August 2, 2022 is the National Night Out event at Keller Park and encouraged everyone to participate.

Director of Parks and Recreation Cynthia Norzagaray reminded all residents of the exercise classes are now being held at Keller Park until June 30, 2022. She also shared that the 2022 graduation stage is still available for use until June 26, 2022. She then shared that the Salt Lake Park Splash Pad will be open Fridays, Saturdays, and Sundays

from 1:00 p.m. to 4:45 p.m. She closed by providing a reminder that the month of July is Parks and Recreation month. She added that every Thursday the Parks and Recreation program will be hosting summer nights at Salt Lake Park and listed the various activities for those Thursdays.

Director of communications Sergio Infanzon provide a report on a request from Miles elementary to host a fieldtrip to City Hall to educate students on the day-to-day business conducted at City Hall. He also shared that Aspire Charter School held a clean up event in collaboration with the city and cleaned up Randolph from Pacific Ave to State.

### **WRITTEN COMMUNICATIONS**

None

### **COUNCIL COMMUNICATIONS**

Councilmember Marilyn Sanabria thanked staff for all their hard work. She then wished her father, grandfather, and all fathers and people filling a father roll a Happy belated Father's Day.

Councilmember Karina Macias also thanked staff for all their hard work. She gave a special thanks to Parks and Recreation for a wonderful Father's Day senior event and wished all fathers and those in that roll a Happy belated Father's Day. She closed by reminding everyone of the food distribution event on June 25, 2022 from 9:00 a.m. to 10:30 a.m. at Gage Middle School.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for all their efforts and keeping us safe. He also wished all fathers and those in that roll a Happy belated Father's Day. Vice Mayor also mentioned that the city has been looking much cleaner and commended staff and community members for their efforts in keeping the City of Huntington Park clean.

### **ADJOURNMENT**

Vice Mayor Martinez adjourned the meeting at 8:10 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday July 5, 2022 at 6:00 pm

Respectfully submitted,

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Eduardo Sarmiento, City Clerk

ITEM NO. 2

**City of Huntington Park**  
**List of Funds**

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

City of Huntington Park  
Demand Register  
7/5/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
1-800-TIMECLOCKS INC	51324	111-1010-411-43-05	TIME STAMP MAINTENANCE	195.00
4IMPRINT INC	23093102 23072348	111-6040-451-61-35 232-6010-466-55-56	STAFF HATS PERFORMING ART SUPPLIES	\$195.00 850.20 1,218.28
ADLERHORST INTERNATIONAL LLC	108411	111-7010-421-61-20	K9 SUPPLIES	\$2,068.48 484.88
ALVAREZ-GLASMAN & COLVIN	20220220310 20220220311 20220220312 20220220313 20220220314 20220220315	111-0220-411-32-70 111-0220-411-32-70 111-0220-411-32-70 111-0220-411-32-70 111-0220-411-32-70	LEGAL SERVICES FOR FEB 22 LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	\$484.88 50,723.22 204.00 3,344.00 1,486.00 593.00 3,056.00
AMAZON.COM SERVICES, INC.	1CRM-NW7P-6NJP 1KXC-M76T-3TNT 1VKM-WVJX-IRCV 1WWRV-9JKR-KKVN 1LQH-VWV4-7JVG 1WWWD-3F7W-1VP9 1GXD-W7CV-FM7M 1YXD-C3K3-GPRD	111-6030-451-61-35 111-6030-451-61-35 111-6030-451-61-35 111-6030-451-61-35 111-6060-466-61-20 111-6065-451-57-46 232-6010-466-55-56	CULTURAL ART SUPPLIES CULTURAL ART SUPPLIES CULTURAL ART SUPPLIES CULTURAL ART SUPPLIES AFTERSCHOOL PROGRAM AFTERSCHOOL PROGRAM SENIOR DANCE SUPPLIES PERFORMANCE SUPPLIES	\$59,406.22 358.29 97.45 14.32 38.58 614.55 783.33 302.23 308.63
AMERICAN EXPRESS	NT_LIJAVKLP 43472169 80051882 51456691 NT_LIGZ4GJQ 10094095086 10094427124 NT_LIGZ4GJQ 1295138653 146268454 376336321 435316011	111-0110-411-66-05 111-0210-413-59-15 111-0210-413-59-15 111-0210-413-61-20 111-7010-421-59-15 111-7010-421-59-20 111-7010-421-59-20 111-7010-421-59-20 111-7010-421-61-20 111-7010-421-61-20 111-7010-421-61-20	COUNCIL CERTIFICATE SUPPLIES WESTAGE CREDIT ICSC CONFERENCE SUBSCRIPTIONS REWARDS PROGRAM FEE TRAINING COURSE TRAINING REGISTRATION PAYMENT TRAINING REGISTRATION PAYMENT TRAINING ACADEMY NETWORK SUBSCRIPTION SHIPPING LABEL ADOBE ADOBE	\$2,517.38 255.76 -0.90 473.33 270.00 225.00 447.00 99.00 390.44 199.95 16.90 246.83 14.99
AMTECH ELEVATOR SERVICES	151400799168	111-8022-419-56-41	CITY HALL ELEVATOR SVCS	\$2,638.30
ARTEMIA BANDERAS	77492	111-0000-347-20-00	SPORTS REFUND	972.36
ARTURO ADORNO	05202022A2	232-6010-466-55-56	PERFORMING ARTS IN PARKS	65.00
AT&T	000018296665	111-7010-421-53-10	PD PHONE SERVICES	\$65.00 750.00 154.38

**City of Huntington Park  
Demand Register**

**7/5/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ATT&T	133884637060422	121-7040-421.56-14	PD INMATE PHONE SERVICES	49.91
BEAR ELECTRICAL SOLUTIONS, INC	15860	221-8014-429.56-41	TRAFFIC MAINTENANCE SVCS	\$204.29
C & H PRECISION WEAPONS LLC	7167	111-7010-421.61-20	PATROL SUPPLIES	6,350.00
CANNON CORPORATION	80573	681-8030-461.43-30	WATER SVCS WELL 16	\$444.67
CENTRAL BASIN MWD	HP-MAY22	681-8030-461.41-00	IMPORTED WATER DRUING MAY	14,987.25
CENTRAL FORD	389867	219-8085-431.43-21	PARTS FOR UNITS	\$179,517.42
	391163	219-8085-431.43-21	PARTS FOR UNITS	202.51
	389851	741-8060-431.43-20	PARTS FOR UNITS	918.12
	389869	741-8060-431.43-20	PARTS FOR UNITS	121.78
	391068	741-8060-431.43-20	PARTS FOR UNITS	286.26
	391076	741-8060-431.43-20	PARTS FOR UNITS	509.96
	391325	741-8060-431.43-20	PARTS FOR UNITS	155.96
			PARTS FOR UNITS	122.31
CHARTER COMMUNICATIONS	0467069060722	111-7010-421.53-10	PD INTERNET SERVICES	\$2,286.90
	0511379061322	111-7010-421.53-10	PD INTERNET SERVICES	1,650.00
			PD INTERNET SERVICES	159.98
CINTAS CORPORATION NO 3	4122242757	741-8060-431.56-41	PRE EMPLOYMENT PHYSICAL	\$1,809.98
	41222903485	741-8060-431.56-41	UNIFORM DRY CLEANING	400.25
CITY OF COMMERCE	MSIS000308	210-8080-431.73-10	RANDOLPH CORRIDOR PROJECT	408.70
CLINICAL LAB OF SAN BERNARDINO, INC	2200951	681-8030-461.56-41	WATER QUALITY TESTING	\$208.95
CONCENTRA MEDICAL CENTERS	75379492	111-2030-413.56-41	EMPLOYMENT PHYSICAL	5,702.40
	75450689	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	\$580.00
	75524046	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	493.00
	75594592	111-2030-413.56-41	TB TEST SCAN NEW HIRE	64.00
DAKTRONICS, INC.	6984900	111-6030-451.61-35	SPORTS SUPPLIES	\$1,960.00
DAPEER, ROSENBLIT & LITVAK	20210	111-0220-411.32-70	GENERAL CODE ENFORCEMENT	395.75
DATA TICKET INC.	137299	111-7022-421.61-29	PARKING CITATION PAPER	1,147.50
	139325	111-7065-441.61-20	ANIMAL CONTROL CITATION	157.89
	139326	111-7065-441.61-20	ANIMAL CONTROL CITATION	122.00
	139324	111-9010-415.56-15	CODE ENFORCEMENT CITATION	162.80
	139327	111-9010-415.56-15	CODE ENFORCEMENT CITATION	143.00
				76.00
				\$661.69

**City of Huntington Park  
Demand Register  
7/5/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DOOLEY ENTERPRISES, INC.	63125	225-7120-421.74-10	DEPARTMENT AMMUNITION	1,971.83
DUNN EDWARDS CORPORATION	2009341385 2009340801	111-8020-431.43-10 111-8095-431.61-50	PAINT FOR WINDOWS PAINT FOR GRAFFITI REMOVAL	\$1,971.83 28.90 1,882.94
EL GRANERO GRILL, INC.	042222-051822	239-0280-490.51-03	SENIOR MEAL PROGRAM	\$1,911.84
ESTELA RAMIREZ	06142022	111-6060-466.33-20	AEROBIC INSTRUCTOR	7,780.00
EWING IRRIGATION PRODUCTS, INC.	17008014 17122266	535-8090-452.61-20 535-8090-452.61-20	IRRIGATION SUPPLIES PURCHASE OF SEED FOR PARK	\$7,780.00 1,949.13 1,375.44
EXCEL PAVING COMPANY	2-266803	221-8010-431.76-12	SB1 STREET ENHANCEMENT	\$336.00
EXPRESS TRANSPORTATION SERVICES LLC	DAR06012022	219-8085-431.56-45	HP DIAL A RIDE	\$309,442.55
FERGUSON ENTERPRISES INC	1415488	111-8024-421.43-10	EMERGENCY PLUMBING REPAIR	69,183.33
FIELDTURF USA, INC.	687626	111-6030-451.61-35	SOCER FIELD MAINTENANCE	\$69,183.33
FM THOMAS AIR CONDITIONING INC	43940	111-8024-421.56-41	EVALUATE PD	3,250.00
GEORGE CHEVROLET	113833CVW 114518 CM114518	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20	PARTS FOR UNITS PARTS FOR UNITS 194 CREDIT FOR CORE	\$295.00 52.44 1,707.47 -110.25
GLORIA'S RESTAURANT, INC.	051822-060322	239-0280-490.51-03	SENIOR MEAL PROGRAM	\$1,649.66
GOODIES UNIFORMS	29	111-7010-421.61-20	EMPLOYEE UNIFORM	6,180.00
GORM INC	308490	220-8070-431.61-20	TRASH BAG LINERS	\$6,180.00 126.73 \$126.73
HASA, INC.	824450 824451	681-8030-461.41-00 681-8030-461.41-00	WELL 18 SODIUM H WELL 12 SODIUM H	1,902.65 251.25 226.88
HECTOR G. MORENO	1000010.0056.7 1000132.0045.31	111-6060-466.33-20 111-6060-466.33-20	TAEKWONDO 5095 TAEKWONDO 5086	\$478.13 912.00 1,200.00
INDEPENDENT CITIES ASSOCIATION	1191	111-0240-466.59-15	CM CITY MEMBERSHIP	\$2,112.00 2,917.65
INFRAMARK LLC	78565 78566 78567	283-8040-432.56-41 283-8040-432.56-41 283-8040-432.56-41	SEWER HOT SPOT SEWER HOT SPOT SEWER HOT SPOT	\$2,917.65 4,613.05 4,613.05 4,613.05

**City of Huntington Park**  
**Demand Register**  
**7/5/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INFRAMARK LLC	78568	283-8040-432.56-41	SEWER HOT SPOT	4,613.05
INFRASTRUCTURE ENGINEERS	26915	111-5010-419.56-49	PROJECT PLAN SERVICES	\$18,452.20
	26925	111-5010-419.56-49	PROJECT 69010 BUILDING	32,862.50
	26972	111-5010-419.56-49	BUILDING AND SAFETY PLAN	54,711.50
	26926	111-8080-431.56-62	CITY ENGINEERING SERVICES	11,068.18
	26926	221-8010-431.56-41	CITY ENGINEERING SERVICES	12,251.33
	26936	221-8010-431.76-12	DESIGN & INSPECTION SVCS	5,733.00
	26962	222-8010-431.76-06	CONGESTION RELIEF IMPROVE	28,756.25
	26987	222-8010-431.76-06	CONGESTION RELIEF IMPROVE	262.50
	26926	222-8080-431.56-41	CITY ENGINEERING SERVICES	4,255.65
				25,000.00
				\$174,890.91
J.T. THORPE & SON, INC.	0401-22-5164-01	232-6010-419.76-25	WATER TANK MURALS	69,970.00
J316 BUILDER	2	111-7024-421.56-41	JANITORIAL SUPPLIES	\$69,970.00
	2	111-8020-431.56-41	JANITORIAL SUPPLIES	515.50
	2	111-8022-419.56-41	JANITORIAL SUPPLIES	309.30
	2	111-8023-451.56-41	JANITORIAL SUPPLIES	687.30
				1,924.60
				\$3,436.70
JDS TANK TESTING & REPAIR INC	17440	741-8060-431.43-20	EMERGENCY PURCHASE	3,890.00
	17465	741-8060-431.43-20	DESIGNATED OPERATOR-PW	150.00
JERRY'S AUTO BODY, INC.	32497	741-8060-431.43-20	REPAIRS PD UNIT 977	\$4,040.00
	32515	741-8060-431.43-20	REPAIR POLICE UNIT 902	2,978.81
				2,108.51
				\$5,087.32
JXTRA ENTERTAINMENT	014	232-6010-466.55-56	PERFORMING ARTS IN PARKS	380.00
KONICA MINOLTA BUSINESS SOLUTIONS	280703098	111-6010-451.56-41	COPIER LEASE	\$380.00
LA COUNTY SHERIFF'S DEPT	223062BL	121-7040-421.56-41	INMATE MEAL SVCS	241.40
LAN WAN ENTERPRISE, INC	73211	111-0210-413.43-05	LAPTOP SHOULDER BAG	\$241.40
	72589	111-0210-413.61-20	CITY MANAGERS DESKTOP	629.24
	72589	111-0240-466.61-20	CITY MANAGERS DESKTOP	961.71
	72613	111-6010-451.74-10	CAMERAS SENIOR CENTER	3,750.27
	72614	111-6010-451.74-10	FREEOM PARK CAMERAS	1,500.19
	72616	111-6010-451.74-10	PEREZ PARK CAMERAS	1,131.13
	72617	111-6010-451.74-10	LABOR FREEDOM PARK	4,278.11
	72618	111-6010-451.74-10	LABOR PEREZ PARK	5,737.34
	72619	111-6010-451.74-10	SENIOR CENTER CAMERAS	6,825.00
	72620	111-6010-451.74-10	SENIOR CENTER LABOR	10,725.00
	73192	111-8080-431.73-10	HP ELITEDESK TOP ENGINEER	4,615.18
				10,725.00
				1,606.09
LB JOHNSON HARDWARE CO.	121539	111-8023-451.61-20	MRC PARK BUILD SUPPLIES	\$51,385.02
				70.47

**City of Huntington Park  
Demand Register**

**7/5/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LB JOHNSON HARDWARE CO.	121448	221-80144-429.61-20	FUSE PLUG TRAFFIC SIGNAL	10.94
	121492	741-8060-431.43-20	POLICE UNIT SUPPLIES	9.84
LOS ANGELES TIMES	1000206114	121-7040-421.56-14	NEWSPAPER SUBSCRIPTION	<b>\$91.25</b>
LUIS OLIVO	5192022	111-9050-451.56-10	SENIOR INCOME PROGRAM	<b>\$159.10</b>
LYNBERG & WATKINS APC	58138	745-9031-413.52-30	SETTLEMENT PAYMENT	200.00
	58474	745-9031-413.52-30	SETTLEMENT PAYMENT	\$200.00
	59856	745-9031-413.52-30	SETTLEMENT PAYMENT	172.50
	60256	745-9031-413.52-30	SETTLEMENT PAYMENT	337.50
	60905	745-9031-413.52-30	SETTLEMENT PAYMENT	4,393.95
	60907	745-9031-413.52-30	SETTLEMENT PAYMENT	2,195.70
			SETTLEMENT PAYMENT	10,156.75
			SETTLEMENT PAYMENT	5,075.50
MANAGED HEALTH NETWORK	PRM-072329	111-0000-217.50-60	MONTHLY MANAGEMENT HEALTH	<b>\$22,331.90</b>
MIGUEL LEAL	367094	111-8010-431.15-25	BOOT REIMBURSEMENT	336.00
	367094	741-8060-431.15-25	BOOT REIMBURSEMENT	\$336.00
NATIONWIDE ENVIRONMENTAL SERVICES	32477	111-8030-461.56-42	CATCH BASIN CLEANING SVCS	<b>\$200.00</b>
	32178	111-8031-433.56-41	STREET SWEEPING SERVICES	160.00
	32477	111-8031-433.56-41	CATCH BASIN CLEANING SVCS	40.00
	32178	221-8010-431.56-41	STREET SWEEPING SERVICES	15,824.96
				3,032.00
				1,881.28
				49,625.96
NICK ALEXANDER RESTORATION	3986	219-8085-431.43-21	WINDOW COVER SHUTTLE 005	<b>\$70,364.20</b>
OK PRINTING DESIGN & DIGITAL PRINT	2507	111-7010-421.61-20	COHP ENVELOPES	140.00
OLIVAREZ MADRUGA, LLP	19718	745-9031-413.32-70	SETTLEMENT PAYMENT	<b>\$140.00</b>
ORANGE COUNTY SHERIFF'S DEPT	06162022	111-7010-421.59-20	REGISTRATION CHECK	205.66
PARKINK	28441	232-6010-466.55-56	PARK EVENT SUPPLIES	<b>\$205.66</b>
PARS	50825	111-9010-419.56-41	PARS FEES-ARS	800.00
	50736	216-3010-415.56-41	PARS FEER-REP	\$800.00
PEERLESS MATERIALS COMPANY	97339	111-8023-451.61-20	HAND TOWELS	<b>\$1,953.29</b>
PRO FORCE LAW ENFORCEMENT	486192	111-7022-421.61-28	PD SUPPLIES	481.39
PROFESSIONAL TURF SPECIALTIES, INC	6769	111-6030-451.61-35	BASEBALL FIELD MAINTENANCE	<b>295.93</b>
	6772	111-6030-451.61-35	BASEBALL FIELD SUPPLIES	1,970.00
				350.00
				<b>\$2,320.00</b>

**City of Huntington Park**  
**Demand Register**  
**7/5/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PURCHASE POWER	06122022 06142022	111-040-421.56-41 111-9010-419.53-20	POSTAGE POSTAGE	919.52 1,438.73
QDOXS	IN44228 IN44228 IN44228	111-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	COPIER CONTRACT RATE COPIER CONTRACT RATE COPIER CONTRACT RATE	28.63 28.63 28.63
SANDIE SOSA	77489	111-0000-347.20-00	SPORTS REFUND	\$85.89
SINATRA UNIFORM, INC	INV2022060044	111-7010-421.61-20	EMPLOYEE UNIFORM	140.00
SOUTHERN CALIFORNIA EDISON	06072022 06092022 06172022 06072022 06072022 06072022 06072022 06072022	111-7024-421.62-10 111-8010-415.62-10 111-8020-431.62-10 111-8022-419.62-10 111-8023-451.62-10 221-8014-429.62-10 535-8016-431.62-10 681-8030-461.62-20	ELECTRICAL SVCS: 6542 & 6538 MILES AVE ELECTRICAL SVCS: /ARIOUS LOCATIONS ELECTRICAL SVCS: 6900 BISSELL ELECTRICAL SVCS: /ARIOUS LOCATIONS ELECTRICAL SVCS: /ARIOUS LOCATIONS ELECTRICAL SVCS: 55 ST ELECTRICAL SVCS: 6621 WILSON AVE ELECTRICAL SVCS: /ARIOUS LOCATIONS	7,651.19 293.13 2,077.97 1,983.94 4,411.80 74.98 59.80 10,831.31
SPARKLETT'S	15142085061622 15142085061622 15142085061622 15142085061622 15142085061622 15142085061622 15142085061622	111-0110-411.66-05 111-0210-413.61-20 111-1010-411.61-20 111-2030-413.61-20 111-3010-415.61-20 111-5010-419.61-20 111-5055-419.61-20 111-6010-451.61-20 111-8020-431.61-20	DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER DRINKING WATER	42.41 42.42 23.94 24.93 78.35 59.00 39.33 274.75 195.28
STACK SPORTS	INV620218 INV620219	111-8020-451.56-41 111-8020-451.56-41	5K REGISTRATION FEES 5K TIMING SVCS	\$780.41 307.50 1,750.00
STANDARD GLASS & MIRROR	555	111-8023-451.43-10	REPLACE BROKEN WINDOW	\$2,057.50 214.00
SYMMETRY ELECTRONICS	346663	111-8010-431.61-20	PARKING SYSTEM REPLACEMENT	\$214.00 1,653.28
THORSON MOTOR CENTER	445207	741-8060-431.43-20	PRE EMPLOYMENT PHYSICAL	99.27
TRIANGLE SPORTS	41168	111-6030-451.61-35	BASEBALL TROPHIES	\$99.27 801.54
U.S. ARMOR CORPORATION	37871 37910 37838	111-7010-421.61-20 111-7010-421.61-20 111-7022-421.61-24	BULLET PROOF VEST BULLET PROOF VEST BULLET PROOF VEST	\$801.54 718.25 359.13 359.13

**City of Huntington Park  
Demand Register  
7/5/2022**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. ARMOR CORPORATION	37838	233-7010-421.74-10	BULLET PROOF VEST	359.12
	37910	233-7010-421.74-10	BULLET PROOF VEST	359.12
VICTORIA TIRE CENTER DRIVE	141922	741-8060-431.43-20	COMPUTER WHEEL ALIGNMENT	<b>\$2,154.75</b>
VISION SERVICE PLAN-CA	815204404-18	111-0000-217.50-30	MONTHLY VISION SERVICE	60.00
WALTERS WHOLESAL ELECTRIC COMPANY	S120795832.001	111-8020-431.43-10	SUPPLIES PUBLIC WORK	<b>\$18,706.76</b>
	S119265096.007	535-8016-431.61-45	FUSE HOLDERS	322.48
	S119265096.008	535-8016-431.61-45	ELECTRICAL SUPPLIES	948.34
	S119925730.005	535-8016-431.61-45	ELECTRICAL SUPPLIES	146.89
WATER REPLENISHMENT DISTRICT OF	CBWM22-064	681-8030-461.42-05	CENTRAL BASIN SERVICES	1,094.23
WEST GOVERNMENT SERVICES	846470168	111-7030-421.56-41	SOFTWARE SUBSCRIPTION	<b>\$2,510.94</b>
	846551693	111-7030-421.56-41	LIBRARY PLAN CHARGES	5,679.02
XEROX FINANCIAL SERVICES	3277784	111-8020-431.43-05	LEASE PAYMENT XEROX	<b>\$5,679.02</b>
	3277784	285-8050-432.43-05	LEASE PAYMENT XEROX	779.74
	3277784	681-8030-461.43-05	LEASE PAYMENT XEROX	77.31
XPRESS WASH INC	14858	741-8060-431.43-20	CAR WASH SERVICES	<b>\$857.05</b>
	15000	741-8060-431.43-20	CAR WASH SERVICES	59.99
ZUMAR INDUSTRIES, INC.	96730	221-8010-431.61-21	TRAFFIC SIGNS	59.98
				4,999.62
				<b>\$4,999.62</b>
				<b>\$1,203,474.94</b>

**Item#3**

**CONSIDERATION AND APPROVAL TO ADOPT RESOLUTION 2022-20 OPPOSING ELIGIBLE TRIBAL GAMING INITIATIVE**

**Staff report and supplemental documents to be provided Tuesday July 5, 2022.**

**Item#4**

# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



July 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 PUBLISH A REQUEST FOR PROPOSAL FOR THE PREVENTATIVE MAINTENANCE OF THE HEATING, VENTILATION, AND AIR CONDITIONING UNITS LOCATED AT ALL CITY FACILITIES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Authorize staff to publish a Request for Proposal (RFP) to obtain professional services to provide preventative maintenance services of the Heating, ventilation, and air conditioning (HVAC) units located at all City facilities.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On September 5, 2017, the City and F.M. Thomas Air Conditioning Inc. entered into an agreement to provide preventative maintenance services on City facility HVAC units. The contract was for three years, with two one-year extensions. The contract expires September 5, 2022. The purpose of this RFP is to solicit proposals from qualified contractors to furnish all labor, materials, tools, equipment and insurance needed to perform mechanical, preventative maintenance and repair of HVAC systems throughout City-owned facilities.

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City, all aspects of HVAC systems in City defined facilities. Routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations.

**CONSIDERATION AND APPROVAL TO PUBLISH A REQUEST FOR PROPOSAL  
FOR THE MAINTENANCE OF ALL CITY FACILITY HEATING, VENTILATION, AND  
AIR CONDITIONING UNITS**

July 5, 2022

Page 2 of 3

A formal RFP will be published to solicit proposals from qualified consultants to provide appropriate services related to this program.

The following is a tentative schedule:

RFP ISSUED	
MANDATORY FACILITY WALK THROUGH: 9:00 AM to 12 PM	July 28, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 4, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	August 11, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	August 23, 2022
TENTATIVE CITY COUNCIL AWARD DATE	September 6, 2022
APPROXIMATE NOTICE TO PROCEED DATE	September 12, 2022

**LEGAL REQUIREMENT**

The City Clerk's Office shall publish the RFP (Attachment 1) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the services requested and provides the tasks required from qualified firms to manage the HVAC network. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

**FISCAL IMPACT/FINANCING**

Once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN

**CONSIDERATION AND APPROVAL TO PUBLISH A REQUEST FOR PROPOSAL  
FOR THE MAINTENANCE OF ALL CITY FACILITY HEATING, VENTILATION, AND  
AIR CONDITIONING UNITS**

July 5, 2022

Page 3 of 3

Director of Public Works

**ATTACHMENT(S)**

1. RFP City Facilities HVAC Maintenance Contract

# ATTACHMENT "A"



**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR  
Mechanical and Heating, Ventilating, and Air Conditioning (HVAC)  
Preventative Maintenance and Repair at City Facilities**

**PROPOSAL DUE DATE: August 23, 2022, 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6320  
[croldan@hpcgov](mailto:croldan@hpcgov)

CITY OF  
HUNTINGTON  
PARK

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**1. INTRODUCTION**

The City of HUNTINGTON PARK (City) is seeking proposals from qualified professionals to furnish all labor, materials, tools, equipment and insurance needed to perform mechanical preventative maintenance and repair of the City's HVAC system throughout all City-owned facilities. It is the Proposer's responsibility to provide an appropriate level of on-site staffing as needed, provide appropriate tools and vehicles necessary to support all facility HVAC maintenance functions during hours of maintenance and for response after normal working business hours.

Contractor shall repair or replace failed or worn moving parts (such as: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Prior to beginning any repair or replacement, Contractor will troubleshoot the system to diagnose the system's problems. The City shall not incur any extra charge for this service. Contractor shall itemize the equipment list covered under repair or replaceable. Non-moving parts such as boiler tubes, shells, refrigerant/water tubes, non-manufactured or produced products, environmentally hazardous materials and/or refractory replacement are excluded.

All work beyond and in addition to the scope of the contract shall be considered billable hours and will require that an estimate for that proposed work be provided to the City Public Works representative for consideration and approval prior to commencing work.

Proposer's services are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements. Proposer, and all of proposer's sub-providers, at its and/or their sole expense, shall obtain and maintain during the term of this agreement, all appropriate permits, certificates and licenses including, but not limited to, a City issued Business License which will be required in connection with the performance of services hereunder. In accordance with the California Public Contracting Code, The City requires the Contractor to possess a valid California C20 Warm-Air HVAC Contractors License.

**2. OVERVIEW**

The purpose of this contract consists of furnishing all labor, materials, tools, equipment and insurance needed to perform Mechanical and HVAC Preventative Maintenance and Repair at City-owned Facilities. The proposer is responsible for developing the service prices necessary to conform to the contract specifications that are applicable to the service locations being proposed on. The

proposer shall carefully examine the location sites and contract forms. The INVENTORY contained in ATTACHMENT 1 will be referenced and incorporated to the awarded contract for services.

**3. PRE-BID MEETING**

City will conduct a mandatory pre-job walk meeting on July 28, 2022 at 9:00 am.

**4. SCOPE OF SERVICES**

The City is seeking a qualified contractor to maintain the City's HVAC system at all City facilities.

The contractor applying should have significant experience in providing this type of service.

- Tools and Equipment: The Contractor shall furnish and maintain all equipment necessary for properly maintaining HVAC systems at City facilities. The City reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.
- Contractor shall provide 24-hour emergency service as needed in all aspects of HVAC emergency repair for the City facilities. Hours shall be Monday through Friday 5:30 p.m. to 6:00 a.m. and 24 hours each day on weekends and Holidays. Contractor shall have working personnel on-site within 1 hour of the call-out, or respond by telephone to the City Representative within  $\frac{1}{2}$  hour if the problem is capable of being corrected through alternative methods.
- **HEATING-VENTILATION-AIR CONDITIONING (HVAC) MAINTENANCE AND MONITORING**
  - Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all City facilities.
  - Contractor shall inspect all HVAC systems at least twice each year, with seasonal start-up and run inspections performed and documented.
  - Contractor shall provide oversight and documentation of Seasonal Preventive Maintenance on all HVAC systems and provide that data to the City representative at the first of every month.
  - Contractor shall inspect all support structures, and provide documentation of maintenance and repairs to the City Representative.
  - Contractor shall inspect all moving parts or components, investigate noises: belts; bearings; drives; and fans, and lubricate and adjust as recommended per manufacturers specifications.

- Contractor shall perform air-handling unit maintenance which includes but is not limited to; all services recommended by manufacturer; replacing air filters at least quarterly, at all City facilities not covered under Proposer contract.
- Contractor shall inspect, provide oversight and documentation that all City owned facilities under contract with Proposer are receiving required work.
- Contractor shall perform monthly walkthroughs of HVAC systems for preventative maintenance work requests to Proposer.
- Proposer will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. Proposer will also provide recommendations for additional service(s) that will better enhance equipment performance.
- HVAC Air Filter Changing Schedule: This service will maintain indoor air quality by changing filters quarterly and minimizing dust and particles from collecting on ductwork. This service will insure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for approval by the City Representative to adjust the frequencies and any associated price.
- Air Cooled Condenser Coil Cleaning: This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility.
- Evaporator Coil and Cleaning: Proposer will clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is mutually agreeable between the proposer and the City Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and or other devices that allow the proper cleaning of the coil.

- **Operating Inspection:** Proposer will provide this service to assure that mechanical equipment continues to operate efficiently with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location.
- **Operating Inspection – Heating:** This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location.
- **Operating Inspection – Cooling:** This service will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. Proposer will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location.

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

#### **5. PREVAILING WAGE**

The selected Service Provider will be required to pay the prevailing wage rates in effect on the date this RFPs was first published, pursuant to California law, including California Labor Code sections 1720 through 1861. General prevailing wage rates in Los Angeles County are on file with the Department of Industrial Relations, and shall be made available to any interested party upon request.

#### **6. TERM OF AGREEMENT**

The contract will be for a five-year period of time. This contract may be canceled at any time during the five-year period.

#### **7. KEY PERSONNEL**

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to perform the maintenance of the HVAC system. The City reserves the right to request that the contractor replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the program.

#### **8. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT**

Please see ATTACHMENT 3 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

**9. INSURANCE REQUIREMENTS**

Please see ATTACHMENT 4 - CITY'S STANDARD INSURANCE REQUIREMENTS.

**10. EVALUATION CRITERIA**

Each proposal shall be evaluated on the basis of the contractor's expertise, experience and training and the expertise of its key personnel along with prior contracting history, cost (while not determinative, will be considered in the selection process), proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the contractor and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this program. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFP (10%) – The ability of the contractor to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

**\* Use of the City of Huntington Park City Seal is prohibited.**

**11. SELECTION PROCESS**

A selection committee comprised of the City staff and/or consultants may review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked contractors. However, at its sole discretion the selection committee may dispense with interviews and select a contractor to perform the work.

- Negotiations regarding a fair and reasonable price may occur subsequent to contractor selection.

**12. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL**

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

**Cover Letter:** Maximum 1-page cover letter signed by an officer of the firm, binding the contractor to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the contractor and shall include the following Statement:

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

**Qualifications and Experience of Contractor:** Maximum 1-page summary of the relevant work experience, work history, training, education, and special certifications of the contractor. Briefly discuss the Contractor team's qualification and experience with services of similar magnitude and nature. Relevant experience can include your company's overall experience, experience with similar contracts and the experience of individuals on your proposed team. Show how your experience relates to the demands of this service.

**References:** Each contractor must include at least 1 public agency reference going back not more than five (5) years from the issuance of this RFP in which the contractor was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past services in which the personnel to be used by contractor for this program were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

**Fee Schedule/Cost Proposal:** Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the program. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

13. FEE

The Annual Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**Mechanical & HVAC Preventative Maintenance & Repair at City Facilities**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the contractor clearly marked on the outside.

14. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

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E-mail: [croldan@hpcgov](mailto:croldan@hpcgov)

Questions regarding this proposal shall be submitted via email by **5:00 PM, AUGUST 4, 2022**. In response to all questions received by this date, City may issue an Addendum and/or send out an email to all of the individuals that downloaded the RFP no later than **AUGUST 11, 2022**. The addendum and/or responses will be emailed to all RFP recipients on record.

**15. PROPOSAL SUBMITTAL PROTOCOL**

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (flash drive) of their Proposal no later than **2:00 PM, AUGUST 23, 2022**, to:

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

Late proposals will not be accepted.

**16. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION**

The City shall not be liable for any pre-contractual expenses incurred by any contractor or by any selected consultant. Each contractor shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a contractor prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

**ATTACHMENTS:**

ATTACHMENT 1 – INVENTORY

ATTACHMENT 2 – IMPORTANT DATES

ATTACHMENT 3 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 4 – CITY'S STANDARD INSURANCE REQUIREMENTS

**ATTACHMENT 1 – INVENTORY**

The Huntington Park Public Works will accept bids from qualified California licensed contractors for normal and on-call HVAC and mechanical maintenance services, including emergency work and repairs. Preventative maintenance on HVAC equipment will be provided on a quarterly basis for seven (7) facilities in Huntington Park.

**1.1 Contractor Minimum Work Performance Percentage**

CONTRACTOR shall perform, with their own organization, contract work amounting to not less than 50 percent of the original total contract price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer their interest or obligations in this AGREEMENT without prior written consent of CITY.

**1.2 CONTRACTOR will provide HVAC maintenance services necessary to keep HVAC equipment in good working order, which includes, but is not limited to:**

- 1.2.1 Test and inspect equipment to determine its operating condition and efficiency. Tests include but are not limited to, excessive vibration, refrigerant charge, oil levels, safety controls, worn or failed parts, leaks.
- 1.2.2 Inspect, clean and replace air filters and/or frames.
- 1.2.3 Preventative maintenance including but not limited to clean, align, calibrate, tighten, adjust, lubricate and paint equipment to extend and ensure proper operating conditions. All components, parts and supplies required to keep the equipment operating properly and efficiently are to be supplied by CONTRACTOR.
- 1.2.4 Repair and replace any broken, worn or doubtful components or parts.
- 1.2.5 Respond to trouble calls including unscheduled work resulting from abnormal conditions. Service personnel shall be available within 24 hours of service request by CITY.

The General Scope of Work will include:

- a) Preventative maintenance.
- b) Component replacements.
- c) Emergency service.
- d) Performance review.
- e) Contractor service portal.
- f) Quarterly preventative maintenance.

Preventative Maintenance Scope of Work will include:

**Air Handler Service:**

- Check supply and return fan motors for proper operation.
- Check unit for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, sheaves for wear, damage, and alignment.
- Check contactors and relays for pitting, wear, or damage.
- Check and tighten electrical connections.
- Check heating coils for leaks, lint, and dirt condition.
- Check and clean coil drain pans.
- Check and adjust air dampers (outside, mixed, and return).
- General lubrication and cleaning.
- Lubricate supply fan motor bearings.
- Check for particulate accumulation on filters, clean or replace if accumulation.
- Result in pressure drop or airflow outside operating limits.
- Check air filter and housing integrity.
- Check UV lamp, if equipped.
- Check P-trap, prime as needed to ensure proper operation.
- Check for proper operation of cooling or heating coil.
- Check drive alignment, wear, seating and operation.

**Exhaust Fan Service:**

- Check fan motors for proper operation.
- Check fan for abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.

**Fan Coil Service:**

- Check tubing for chafing, abnormal vibration or broken supports.
- Check wiring for burnt or chafed conductors.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check cooling coils for leaks, lint, and dirt condition.

- Check and clean coil drain pans.
- Check operation of heating and cooling.
- Check operation of dampers and actuators.

**Reciprocating Liquid Chiller Service:**

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, or damage.
- General cleaning and lubrication.
- Check condenser coils for leaks, lint, and dirt condition (air cooled).
- Check EVAP/COND for proper operation.
- Check cooling tower for proper operation.
- Check compressor to motor coupling (if applicable).
- Check oil level and temperature.
- Check condenser fan bearings (air cooled).

**Rooftop Package Unit Service:**

- Check compressors and fan motors for proper operation.
- Check refrigerant tubing for chafing, vibration, or broken supports.
- Check wiring for burnt or chafed conductors.
- Check refrigerant system for proper charge and operation.
- Check belts, bearings, and sheaves for wear or damage.
- Check contactors and relays for pitting, wear, damage, tension and alignment.
- General cleaning and lubrication.

**Clean Coils Service:**

- Clean Coils.

**Change Filters Service:**

- Change Filters.

**The Huntington Park Locations:**

1. City Hall, 6550 Miles Ave.
2. Police Department, 6548 Miles Ave.
3. Parks and Recreation & Muni Building, 3401 E. Florence Ave.

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4. Raul Perez Park, 6208 S. Alameda St.
5. Freedom Park 3801 E. 61<sup>st</sup> St.
6. Community Center 6925 Salt Lake Ave.
7. Public Works 6900 Bissell St.

**EQUIPMENT INVENTORY**

Equipment to be maintained:

**CITY HALL****6550 MILES AVENUE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AHN	AIR DYNE UMG25M/TBD AIR HANDLER
1	AHS	AIR DYNE UMG25M/TBD AIR HANDLER
1	HP1	LENNOX CBX32M03023065/TBD HEAT PUMP
1	CND1	LENNOX XP1402423002/TBD CONDENSER
1	HP2	TRANE TWE090D300AA/TBD HEAT PUMP
1	CND2	TRANE TWA090D30RAA/TBD CONDENSER
1	CNDN1	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDN2	CARRIER 38AUAZ14A0G5A/TBD CONDENSER / GROUND NORTH BLDG
1	CNDS1	CARRIER 38AUZA25A0A5A / TBD CONDENSER / GROUND SOUTH BLDG
1	CNDIT	FUJITSU ASU24CL1/TBD CONDENSER / 1ST FLOOR ROOM
1	FCIT	FUJITSU ASU24CL1/TBD FAN COIL / 1ST FLOOR IT ROOM

**POLICE DEPARTMENT****6542 MILES AVENUE / HUNTINGTON PARK**

QT	TAG	MAKE MODEL / SERIAL # DESCRIPTION
3	AH	TBD TBD/TBD AIR HANDLERS / 1ST FLOOR
1	AH	MAGIC AIRE BMB12ACAAH1A/TBD JAIL BASEMENT ROOM
1	AH	MAGIC AIRE HBB16ABAAAAA/TBD BASEMENT LOCKER / WEIGHT
ROOM		
2	AH	MAGIC AIRE BMB12ACAAH1A/TBD 2ND FLOOR CSU & SOUTH SIDE

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1	AH	MAGIC AIRE BMB20ACAAH2L/TBD 2ND FLOOR NORTH SIDE OFFICE
1	HP1	BRYANT FB4ANF060/TBD 2ND FLOOR ATTIC ABOVE CHIEF OFFICE
1	CND1	BRYANT 38YCC060300/TBD GROUND WEST SIDE
1	HP2	CARRIER FY4ANB06000AAA/TBD ATTIC ABOVE DETECTIVES
1	CND2	CARRIER 38QRR060501/TBD GROUND EAST SIDE
1	HP3	CARRIER 38HDC06032/TBD GROUND SOUTH SIDE
1	CND3	CARRIER 40QNC0363/TBD WASHABLE FILTER DISPATCH
1	CND4	CARRIER 38HDF0363/TBD GROUND SOUTH SIDE
1	HP4	CARRIER 40QAB060311/TBD IT ROOM WASHABLE FILTER
1	CHILL	TRANE CGAEC50GABA1DR1/TBD GROUND EAST SIDE
1	BOIL	HONEYWELL TBD/TBD BOILER / SUPPLY IN POLICE STATION

**PARKS & REC****3401 EAST FLORENCE / HUNTINGTON PARK**

QTY	TAG	MAKE MODEL / SERIAL # DESCRIPTION
1	AC1	CARRIER 48TCDA06A1A0A0/TBD PACKAGED UNIT
1	AC2	CARRIER 48PGDM08A5/TBD PACKAGED UNIT
1	AC3	CARRIER 48ESN06000900/TBD PACKAGED UNIT
1	AC4	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC5	CARRIER 48ESN042060301/TBD PACKAGED UNIT
1	AC6	CARRIER 48TCDA07A1A5A/TBD PACKAGED UNIT
1	AC7	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC8	CARRIER 48PGDM09/TBD PACKAGED UNIT
1	AC9	CARRIER 48ESN030040301/TBD PACKAGED UNIT
1	AC10	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC11	CARRIER 50EZ042301/TBD PACKAGED UNIT
1	AC12	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AC13	CARRIER 48PGDM20F5A0/TBD PACKAGED UNIT
1	AH1	CARRIER 40QNC0123/TBD AIR HANDLER
1	CND1	CARRIER 38HDV012/TBD CONDENSER
1	AH2	CARRIER 40MVQ04301/TBD AIR HANDLER
1	CND2	CARRIER 38MVQ024301/TBD CONDENSER
5	FANS	CENTRAL TBD/TBD FANS

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1 AC14 CARRIER 50HJQ005631/TBD PACKAGED UNIT

**MUNI PARK 3401 EAST FLORENCE / HUNTINGTON PARK**

**QTY TAG MAKE MODEL / SERIAL # DESCRIPTION**

1 AC1 CARRIER 50JH005-631 / 3308G50386

**PEREZ PARK**

**6208 ALAMEDA ST / HUNTINGTON PARK**

**QTY TAG MAKE MODEL / SERIAL # DESCRIPTION**

1 AC1 CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT

1 AC2 CARRIER 47TCLA04A2A5A/TBD PACKAGED UNIT

1 AC3 CARRIER 48TCLA060A2A5A/TBD PACKAGED UNIT

**FREEDOM PARK**

**3801 E 61ST STREET / HUNTINGTON PARK**

**QTY TAG MAKE MODEL / SERIAL # DESCRIPTION**

1 AC1 TRANE YHC072A3RMA1700/TBD PACKAGED UNIT

1 AC2 TRANE YHC072A3RMA1700/TBD PACKAGED UNIT

1 AC3 TRANE YHC048A3RMA1G02/TBD PACKAGED UNIT

1 EF TBD TBD/TBD EXHAUST FAN

**COMMUNITY CENTER**

**6925 SALT LAKE AVENUE / HUNTINGTON PARK**

**QTY TAG MAKE MODEL / SERIAL # DESCRIPTION**

1 AC1 CARRIER 48HJE007551HQ/TBD PACKAGED UNIT

1 AC2 CARRIER 48HJE007551HQ/TBD PACKAGED UNIT

1 AC3 CARRIER 48HJD012571/TBD PACKAGED UNIT

1 AC4 CARRIER 48HJD012571/TBD PACKAGED UNIT

1 CND1 MITSUBISHI MUZA09NA/TBD CONDENSER

1 FC1 MITSUBISHI MUZA09NA/TBD FAN COIL

1 EF TBD TBD/TBD EXHAUST FAN

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1 EF TBD TBD/EXHAUST FAN

**PUBLIC WORKS**

**6900 BISSELL STREET / HUNTINGTON PARK**

<b>QTY</b>	<b>TAG</b>	<b>MAKE MODEL / SERIAL # DESCRIPTION</b>
1	ICP	INT.COMFORT PGF342888K01 / G882331057

**ATTACHMENT 2 – IMPORTANT DATES**

RFP ISSUED	July 8, 2022
MANDATORY FACILITY WALK THROUGH: 9:00 AM to 12 PM	July 28, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	August 4, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	August 11, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	August 23, 2022
TENTATIVE CITY COUNCIL AWARD DATE	September 6, 2022
APPROXIMATE NOTICE TO PROCEED DATE	September 12, 2022

**ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT**



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

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

**RECITALS**

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

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

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

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

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

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

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

I.  
**ENGAGEMENT TERMS**

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

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

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

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

II.  
PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.9 COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

**2.10 NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**2.11 CONFLICTS OF INTEREST:** CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

**2.12 PERSONNEL:** CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

**2.13 OWNERSHIP OF WRITTEN PRODUCTS:** All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

**2.14 CITY RESPONSIBILITIES:** During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.  
INDEPENDENT CONTRACTOR

**3.1 INDEPENDENT CONSULTANT STATUS:** The Parties acknowledge understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

**3.2** The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

**3.3** CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

**IV.  
INSURANCE**

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

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

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

**4.3** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**4.4 REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

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

**4.6 WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

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

**V.**  
**INDEMNIFICATION**

**5.1** The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

**5.2 Work of CONSULTANT's Design Professionals Services:** Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

**5.3 Work of All Other Persons/Non-Design Professionals:** Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

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

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

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

**VI.**  
**TERMINATION**

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

**6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:**

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

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

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

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

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

**C. CITY** shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

**VII,**  
**MISCELLANEOUS PROVISIONS**

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

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

**7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY:** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

**7.4 WARRANTIES:** Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

**CONSULTANT:**  
[NAME AND ADDRESS]

**CITY:**  
City of Huntington Park  
[DEPARTMENT]  
6550 Mile Avenue  
Huntington Park, CA 90265  
Attn: [REP FOR CITY, TITLE]  
Phone: (626) XXXXX  
Fax: (626) XXXXX

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

**7.7 COOPERATION: FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

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

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

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

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

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

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

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

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

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

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

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

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

7.22 **MISCELLANEOUS:**

A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

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

7.24 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

**Request for Proposal**

Mechanical & HVAC Preventative Maintenance & Repair at City Facilities

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

**CITY OF HUNTINGTON PARK: [NAME OF CONSULTANT]**

By: \_\_\_\_\_  
[REP FOR CITY]  
[TITLE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**(SEE ATTACHED)**

**ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS**



Office of the City Clerk

**INSURANCE REQUIREMENTS**

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

Coverage shall be at least as broad as:

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

for bodily injury, personal injury and property damage, including operations, products and completed operations

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

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

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

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

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

**Certificate Holder:**

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

**Acceptability of Insurers:**

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

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

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



**Request for Proposal**  
**Mechanical & HVAC Preventative Maintenance & Repair at City Facilities**

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SUBJECT TO CHANGE ACCORDING TO EVENT

ACORD®		DATE	DATE (MM/DD/YYYY)	Must have a Contact Name & Phone number or email address
CERTIFICATE OF LIABILITY INSURANCE		INSURERS AFFORDING COVERAGE		
INSURER		INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED		Insured Name & Address		INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
COVERS		CERTIFICATE NUMBER:		REVISION NUMBER:
TYPE OF INSURANCE		POLICY NUMBER		LIMITS
COMMERCIAL GENERAL LIABILITY		POLICY NUMBER		EX - OCCURRENCE
<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Policy Number		\$
GEN. AGGREGATE LIMIT APPLIES PER		Current Policy Period		\$
POLICY <input type="checkbox"/> 200K <input type="checkbox"/> 1M		Policy Number		\$
OTHER		Current Policy Period		\$
AUTOMOBILE LIABILITY		Policy Number		\$
<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> Hired <input type="checkbox"/> AUTH. ONLY		SCHEDULED AUTO <input type="checkbox"/> NON-SCHEDULED AUTO ONLY		\$
UMBRELLA LIABILITY		Policy Number		\$
EXCESS LIABILITY		Current Policy Period		\$
Deductible		Policy Number		\$
RETENTION		Current Policy Period		\$
WORKERS COMPENSATION		Policy Number		\$
LAW LIABILITY		Current Policy Period		\$
AUTOMOBILE COMP-AUTO INSURANCE		Policy Number		\$
PROPERTY DAMAGE EXCLUDED		Current Policy Period		\$
MOTORCYCLE IN PO		Policy Number		\$
TRAILER		Current Policy Period		\$
DESCRIPTION OF OPERATIONS LOCATIONS / VEHICLES (ACORD 25). Additional Remarks Schedule may be attached if more items are required		Policy Number		\$
"The City of Huntington Park, its officers, officials, employees, and volunteers, are to be covered as additional insureds."		Current Policy Period		\$
CERTIFICATE HOLDER		CANCELLATION		Insurance Company Name(s)
City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
ACORD 25 (2016/03)		AUTHORIZED REPRESENTATIVE		SIGNATURE
The ACORD name and logo are registered marks of ACORD		© 1988-2015 ACORD CORPORATION. All rights reserved.		General Liab. Each Occurrence: \$2,000,000 Damage to Rented Premises: \$1,000,000 Med Exp: \$5,000 Personal & Adv Injury: \$1,000,000 General Aggregate: \$4,000,000 Products: \$1,000,000
Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable		ACORD 25 (2016/03)		

# Request for Proposal

## Mechanical & HVAC Preventative Maintenance & Repair at City Facilities

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

##### State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

whichever is less.

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

CG 20 12 04 13

© Insurance Services Office, Inc., 2012

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**Item#5**

# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



January 18, 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 PUBLISH A REQUEST FOR PROPOSAL TO OBTAIN SERVICES FROM QUALIFIED CONSULTANTS TO OVERSEE THE ONE-TIME STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Authorize staff to publish a Request for Proposal to obtain services to oversee and implement the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

At the regularly scheduled January 18, 2022 City Council meeting, staff requested the adoption of a resolution that would allow the City to apply and participate in a one-time grant from the State Department of Resources Recycling and Recovery (CalRecycle). City is the recipient of Grant Number OWR1-21-0403, which is meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. This grant program provides the City with funding to assist with the implementation of regulation requirements associated with SB 1383.

SB 1383 establishes statewide targets to reduce the amount of organic waste disposal in landfills (50% reduction by 2020 and 75% by 2025). It also sets a goal to recover at least 20% of edible food that is thrown away by 2025 by donating it to people in need. There are six main elements of the SB 1383 regulations for the City to implement. The major components or elements of SB 1383 are summarized below.

- **Organics and Recycling Collection.** One of the main requirements of SB 1383 is to ensure that all residents and business have access to recycling and organics collection services. Implementation of these services for residents has begun through collaboration with the waste hauler in early-2022. SB 1383 requires specific colors for waste collection containers: trash containers must be grey or

**CONSIDERATION AND APPROVAL TO PUBLISH A REQUEST FOR PROPOSAL TO OBTAIN SERVICES FROM QUALIFIED CONSULTANTS TO OVERSEE THE ONE-TIME STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM**

July 5, 2022

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black, organics containers must be green, and recycling containers must be blue. All new containers must be clearly labeled with what does and does not go into them.

- **Contamination Monitoring:** The regulations require waste audits to be conducted on collection routes regularly to determine evidence of contamination (recycling and organic waste not being sorted correctly). Contamination found in any of the carts requires recording, reporting and follow-up to educate customers and ensure proper sorting practices are in place.
  - **Additional Steps needed to Comply with SB 1383:** The City will be working with the waste hauler to design a full contamination monitoring program to fulfill the SB 1383 requirements.
- **Education and Outreach.** SB 1383 regulations requires outreach to educate residents, schools, businesses, and edible food generators on an annual basis. The outreach must be translated into Spanish and English.
  - **Additional Steps Needed to Comply with SB 1383:** The City will need to review its outreach program to ensure the education is targeted and assists in meeting the goals and objectives of the program.
- **Capacity Planning.** The City is required to collaborate with the County of Los Angeles and surrounding jurisdictions to determine the necessary organic waste recycling and edible food recovery capacity needed to divert organic waste and edible food from the landfill.
  - **Current status:** The County along with the City are working together on creating a food recovery network to assist with meeting the edible food diversion requirements.
  - **Additional Steps Needed to Comply with SB 1383:** The City will work to ensure that all of the organic waste that is collected is diverted away from landfills and composted.
- **Procurement Requirements.** Beginning January 1, 2022, the City must procure a certain quantity of recovered organic waste products annually. Jurisdictions can meet their target by procuring any combination of eligible recyclable content products such as compost, mulch, and renewable energy. The City is also required to purchase recycled-content paper.
  - **Current status:** The City amending the purchasing policy to require the purchase of recycled-content paper for City use. The City uses compost in parks and greenbelts each year, but not enough to fulfill the SB 1383 purchasing targeted quantity.
  - **Additional Steps Needed to Comply with SB 1383:** The City's Implementation Plan will provide strategies for the City to meet its procurement quantities requirement.
- **Edible Food Recovery.** The City must identify edible food generators that are required to implement an edible food recovery program and connect them with a

**CONSIDERATION AND APPROVAL TO PUBLISH A REQUEST FOR PROPOSAL TO OBTAIN SERVICES FROM QUALIFIED CONSULTANTS TO OVERSEE THE ONE-TIME STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB 1383 LOCAL ASSISTANCE GRANT PROGRAM**

July 5, 2022

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local food recovery organization. The City must also conduct annual outreach to edible food generators about their requirements under SB 1383 and perform annual inspections to ensure they have contracts in place with edible food recovery organizations and are keeping records of all recovered edible food.

- **Current status:** The edible food recovery program is currently being handled by the County. The City has been working in partnership with the County to identify all the edible food generators that will be affected by SB 1383.
- **Additional Steps Needed to Comply with SB 1383:** Edible food recovery outreach and inspection programs will need to be fully developed.

A formal RFP will be published to solicit proposals from qualified consultants to provide appropriate services related to this program.

The following is a tentative schedule:

RFP ISSUED	July 8, 2022
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	July 25, 2022
RELEASE OF INFORMATION REQUESTED: 5:00 PM	July 29, 2022
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	August 2, 2022
TENTATIVE CITY COUNCIL AWARD DATE	August 16, 2022
APPROXIMATE NOTICE TO PROCEED DATE	August 22, 2022

**LEGAL REQUIREMENT**

The City Clerk's Office shall publish the RFP (Attachment 1) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the program and provides the tasks required from qualified firms to manage the program. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

An Expenditure Itemization Summary (EIS) is required every six months and a Final Report is due at the end of the grant term.

**FISCAL IMPACT/FINANCING**

The General Fund will not be impacted by this decision. CalRecycle has electronically wired the City the funds in the amount of \$84,098. Once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

**CONCLUSION**

**CONSIDERATION AND APPROVAL TO PUBLISH A REQUEST FOR PROPOSAL TO  
OBTAIN SERVICES FROM QUALIFIED CONSULTANTS TO OVERSEE THE ONE-  
TIME STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY SB  
1383 LOCAL ASSISTANCE GRANT PROGRAM**

July 5, 2022

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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. RFP SB 1383 Local Assistance Grant Program

## ATTACHMENT "A"



**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR  
Request for Proposal to Oversee and Implement State Department of Resources  
Recycling and Recovery SB 1383 Local Assistance Grant Program**

**PROPOSAL DUE DATE: August 2, 2022, 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6320  
[croldan@hpcac.gov](mailto:croldan@hpcac.gov)

A black and white photograph of a stone arch bridge with palm trees in the background. In the foreground, a tall signpost features a bell tower at the top and a large black rectangular sign. Below the sign, the text "CITY OF HUNTINGTON PARK" is printed vertically.

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**1. INTRODUCTION**

The City of HUNTINGTON PARK (City) is seeking proposals from qualified consulting professionals experienced in managing and overseeing the one-time State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant Program.

**2. OVERVIEW**

SB 1383 establishes statewide targets to reduce the amount of organic waste disposal in landfills (50% reduction by 2020 and 75% by 2025). It also sets a goal to recover at least 20% of edible food that is thrown away by 2025 by donating it to people in need. There are six main elements of the SB 1383 regulations for the City to implement. The major components or elements of SB 1383 are summarized below.

- **Organics and Recycling Collection.** One of the main requirements of SB 1383 is to ensure that all residents and business have access to recycling and organics collection services. SB 1383 requires specific colors for waste collection containers: trash containers must be grey or black, organics containers must be green, and recycling containers must be blue. All new containers must be clearly labeled with what does and does not go into them.
- **Contamination Monitoring:** The regulations require waste audits to be conducted on collection routes regularly to determine evidence of contamination (recycling and organic waste not being sorted correctly). Contamination found in any of the carts requires recording, reporting and follow-up to educate customers and ensure proper sorting practices are in place.
  - **Additional Steps needed to Comply with SB 1383:** The City will be working with the waste hauler to design a full contamination monitoring program to fulfill the SB 1383 requirements.
- **Education and Outreach.** SB 1383 regulations requires outreach to educate residents, schools, businesses, and edible food generators on an annual basis. The outreach must be translated into Spanish and English.
  - **Additional Steps Needed to Comply with SB 1383:** The City will need to review its outreach program to ensure the education is targeted and assists in meeting the goals and objectives of the program.
- **Capacity Planning.** The City is required to collaborate with the County of Los Angeles and surrounding jurisdictions to determine the necessary organic waste recycling and edible food recovery capacity needed to divert organic waste and edible food from the landfill.

- **Additional Steps Needed to Comply with SB 1383:** The City will work to ensure that all of the organic waste that is collected is diverted away from landfills and composted.
- **Procurement Requirements.** Beginning January 1, 2022, the City must procure a certain quantity of recovered organic waste products annually. Jurisdictions can meet their target by procuring any combination of eligible recyclable content products such as compost, mulch, and renewable energy. The City is also required to purchase recycled-content paper.
  - **Additional Steps Needed to Comply with SB 1383:** The City's Implementation Plan will provide strategies for the City to meet its procurement quantities requirement.
- **Edible Food Recovery.** The City must identify edible food generators that are required to implement an edible food recovery program and connect them with a local food recovery organization. The City must also conduct annual outreach to edible food generators about their requirements under SB 1383 and perform annual inspections to ensure they have contracts in place with edible food recovery organizations and are keeping records of all recovered edible food.
  - **Current status:** The edible food recovery program is currently being handled by the County. The City has been working in partnership with the County to identify all the edible food generators that will be affected by SB 1383.
  - **Additional Steps Needed to Comply with SB 1383:** Edible food recovery outreach and inspection programs will need to be fully developed.

### 3. SCOPE OF SERVICES

The City is seeking a qualified consultant to oversee and manage this program. The consultant applying should have significant experience in providing this type of service.

- The City reserves the right to delete specific task(s).
  - A. Task 1 – Program Management and Reporting
    - Consultant will furnish all materials, equipment, labor, and services to oversee, manage and report to the City and CalRecycle all aspects associated with the implementation of SB 1383. Consultant must ensure that the work is performed in accordance with CalRecycle's specifications. Additional information may be obtained from CalRecycle's website:  
<https://calrecycle.ca.gov/organics/slcp/owrlocalassistancegrant/>
    - Activities include though are not limited to preparation of CalRecycle related documents, reports, surveys, investigations, computation of quantities and other

related activities necessary to ensure that the program meets CalRecycle's standard requirements.

**4. KEY PERSONNEL**

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the program. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Program. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the program.

**5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT**

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

**6. INSURANCE REQUIREMENTS**

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

**7. EVALUATION CRITERIA**

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the program, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this program. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

**\* Use of the City of Huntington Park City Seal is prohibited.**

**8. SELECTION PROCESS**

A selection committee comprised of the City staff and/or consultants may review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview

several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price may occur subsequent to consultant selection.

#### **9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL**

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

**Cover Letter:** Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

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

**Consultant's Background:** Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

**Qualifications and Experience of Consultant's Personnel:** Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with program s of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar program s and the experience of individuals on your proposed team. Show how your experience relates to the demands of this program.

**Proposed Personnel:** Maximum 2-page resume for the program manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this program /contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this program. The designated Program

manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

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

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

**10. FEE**

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CalRecycle SB 1383 Local Assistance Grant Program**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

**11. QUESTIONS REGARDING THIS RFP**

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: [croldan@hpcgov.org](mailto:croldan@hpcgov.org)

Questions regarding this proposal shall be submitted via email by **5:00 PM, JULY 25, 2022**. In response to all questions received by this date, City may issue an Addendum and/or send out an

email to all of the individuals that downloaded the RFP no later than **JULY 29, 2022**. The addendum and/or responses will be emailed to all RFP recipients on record.

**12. PROPOSAL SUBMITTAL PROTOCOL**

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

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

**13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION**

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

**ATTACHMENTS:**

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

**ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT**



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

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

**RECITALS**

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

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

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

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

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

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

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

I.  
ENGAGEMENT TERMS

1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

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

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

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

**II.**  
**PERFORMANCE OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.9 COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

**2.10 NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**2.11 CONFLICTS OF INTEREST:** CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

**2.12 PERSONNEL:** CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

**2.13 OWNERSHIP OF WRITTEN PRODUCTS:** All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

**2.14 CITY RESPONSIBILITIES:** During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.  
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

**IV.  
INSURANCE**

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

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

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

**4.3** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**4.4 REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

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

- 4.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.  
INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

**5.2 Work of CONSULTANT's Design Professionals Services:** Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

**5.3 Work of All Other Persons/Non-Design Professionals:** Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

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

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

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

VI.  
TERMINATION

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

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

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

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

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

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

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

**C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior**

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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

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

**VII.**  
**MISCELLANEOUS PROVISIONS**

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

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

**7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY:** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

**7.4 WARRANTIES:** Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

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

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

**CONSULTANT:**  
[NAME AND ADDRESS]

**CITY:**  
City of Huntington Park  
[DEPARTMENT]  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: [REP FOR CITY, TITLE]  
Phone: (626) XXXXX  
Fax: (626) XXXXX

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

**7.7 COOPERATION: FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

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

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

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

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

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

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

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

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

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

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

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

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

7.22 **MISCELLANEOUS:**

A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

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

7.24 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

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

**CITY OF HUNTINGTON PARK:** [NAME OF CONSULTANT]

By: \_\_\_\_\_  
[REP FOR CITY]  
[TITLE] \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**(SEE ATTACHED)**

**ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS**



Office of the City Clerk

**INSURANCE REQUIREMENTS**

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

**Certificate Holder:**

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

**Acceptability of Insurers:**

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

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

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

**Request for Proposal**  
CalRecycle SB 1383 Local Assistance Grant Program

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SUBJECT TO CHANGE ACCORDING TO EVENT

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE	DIA#:	
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(s), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p> <p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>				
PRODUCER	<p>Agent or Broker Name &amp; Address</p>			
INSURED	<p>Insured Name &amp; Address</p>			
<p><b>COVERS</b></p> <p><b>CERTIFICATE NUMBER:</b></p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIM.</p>		<p><b>REVISION NUMBER:</b></p>		
MARK	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MONTHS)	SUMMARY
<p>Must mark either a "✓" or "✗"</p>	<p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> AUTO/AUTO-GATE LIMIT APPLIES PER</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> 24/7 <input type="checkbox"/> 24/24</p> <p><input type="checkbox"/> OTHER</p>	<p>Policy Number</p>	<p>Current Policy Period</p>	<p>EACH OCCURRENCE \$ LAW SUIT TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL &amp; ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROD AGG \$</p>
	<p><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</p> <p><input checked="" type="checkbox"/> ANY AUTO CAMED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS EXCLUDED AUTOS ONLY</p> <p><input type="checkbox"/> UMBRELLA/LIAB <input checked="" type="checkbox"/> OCCUR EXCLUDED LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p><input type="checkbox"/> DED. <input type="checkbox"/> RETENTION</p>	<p>Policy Number</p>	<p>Current Policy Period</p>	<p>COMBINED SINGLE LIMIT BODILY INJURY PER PERSON \$ BODILY INJURY (Per accident) \$ PERSONAL &amp; ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROD AGG \$</p>
	<p><input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY</p> <p>ANY TYPE OF WORKERS COMPENSATION POLICY IS EXCLUDED Mandatory in RI 100% Deductible until Second-Party Liability OPERATOR/Carry</p>	<p>Policy Number</p>	<p>Current Policy Period</p>	<p>EACH OCCURRENCE ASSESS DATE \$ \$ PER STATUTE 24/24 E: EACH ACCIDENT \$ E: DISEASE - EMPLOYEE E: DISEASE - POLICY LIMIT</p>
				<p>Combined Single Limit: \$1,000,000</p>
<p>DESCRIPTION OF OPERATIONS LOCATIONS / VEHICLES (check all, additional boxes/fields may be attached if more space is required)</p> <p>"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."</p>				<p><b>General Liab.</b> <b>Each Occurrence:</b> \$2,000,000 <b>Damage to Rented Premises:</b> \$1,000,000 <b>Med Exp:</b> \$5,000 <b>Personal &amp; Adv. Injury:</b> \$1,000,000 <b>General Aggregate:</b> \$4,000,000 <b>Products:</b> \$1,000,000</p>
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>		
<p>City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255</p>		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center;"> <p><b>SIGNATURE</b></p> </div>		
<p>© 1988-2015 ACCORD CORPORATION. All rights reserved.</p>				
<p>ACORD 25 (2016/03)</p>	<p>The ACCORD name and logo are registered marks of ACCORD</p>			
<p>Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will <b>NOT</b> be acceptable</p>				

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY**  
CG 20 12 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

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

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

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

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

However:

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

**2. This insurance does not apply to:**

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

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

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

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

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

**Item#6**

# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



May 3, 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 CONTRACT TO PREPARE BID DOCUMENTS FOR FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Award the preparation of bid documents to Radiant Fire & Integration Inc. Dba. Radiant Fire Alarm Systems for a not-to-exceed amount of \$98,678.52;
2. Approve an appropriation in the amount of \$98,679 from Account No. 111-8020-431.76.27; 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 May 3, 2022, the City Council authorized staff to publish a Request for Proposal (RFP) for the preparation of bid documents for fire protection alarm services at City-owned facilities. There are currently thirteen City-owned facilities that either do not have or partially contain a fire protection alarm system. The integration of fire alarm systems, fire protection, life safety, and other fire protection systems into the design of all building types is essential to protect public safety, public property and to comply with applicable building codes.

On May 6, 2022, the City Clerk's Office published the RFP in a newspaper of general circulation and Public Works posted the RFP on the City's website and other forms of electronic media. On June 23, 2022, the City received five proposals from the following qualified firms:

1. Radiant Fire Alarm Systems	\$ 98,678.52
2. ADT Commercial	\$110,500.00
3. P2S, Inc.	\$121,185.00

**CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT TO PREPARE BID DOCUMENTS FOR FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES**

July 5, 2022

Page 2 of 3

4. Telgian Engineering & Consulting	\$127,280.00
5. Leaf Engineers	\$254,065.00

City staff has relayed that support from an outside consultant is necessary to accomplish the bidding documents for this project. Based on the need to commence the design, it is staff's recommendation to award the professional services agreement to Radiant Fire Alarm Systems.

**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.

**FISCAL IMPACT/FINANCING**

Radiant Fire Alarm Systems has submitted a proposal and a fee schedule for \$98,678.52 in accordance with the requirements stipulated in the RFP. Staff recommends the award of the PSA to Radiant Fire Alarm Systems for a not-to-exceed fee of \$98,678.52 payable from Account No. 111-8020-431.76.27.

**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. Radiant Fire Alarm Systems PSA

**CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT TO PREPARE BID  
DOCUMENTS FOR FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY  
FACILITIES**

July 5, 2022

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**2. Consultant Proposals**



**PROFESSIONAL SERVICES AGREEMENT  
PREPARATION OF BID DOCUMENTS FOR  
FOR FIRE PROTECTION ALARM SERVICES AT THIRTEEN CITY FACILITIES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **5<sup>th</sup> OF July 2022** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Radiant Fire & Integration Inc. Dba. Radiant Fire Alarm Systems** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

**I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **July 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. 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 compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$98,678.52** (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, 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 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 **Gabriel Martinez** 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 shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this

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

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

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

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

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

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

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

- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers,

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

### III. INSURANCE

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

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

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

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

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

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

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

#### IV. INDEMNIFICATION

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

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

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

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

officers, employees, agents and volunteers.

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

## V. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

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

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

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

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

**CONTRACTOR:**

Radiant Fire & Integration Inc. Dba.  
Radiant Fire Alarm Systems  
649 E. Edna Pl.  
Covina, CA 91723  
Attn: Gabriel Martinez  
Office: (626)858-1823  
gm.firesprinklerinstallers@yahoo.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:** 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:**

**RADIANT FIRE & INTEGRATION INC. DBA.  
RADIANT FIRE ALARM SYSTEMS:**

By: Ricardo Reyes  
City Manager

Date: \_\_\_\_\_

By: Gabriel Martinez  
Operations Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: City Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF WORK**

**RADIANT FIRE & INTEGRATION INC. DBA. RADIANT FIRE ALARM SYSTEMS**

06/21/2022

**Radiant Fire & Integration Inc.**  
Dba. Radiant Fire Alarm Systems  
649 E Edna Place  
Covina, CA 91723



**Re: City of Huntington Park FLS Engineering of 13 Buildings**  
6550 Miles Avenue, Huntington Park, CA 90255  
Proposal #0622-1083

**Project Description:**

This proposal covers the engineering of Fire Life Safety Systems for 13 existing city buildings. The cost to produce engineered drawings ready for plan check submittal is \$98,678.52. Radiant Fire Alarm shall engineer a Fire Life Safety System as per NFPA 72 2016. Our areas of work will pertain to the 13 buildings which were previously job walked on May 31, 2022. Our devices to be installed shall be Silent Knight brand, which can be serviced by others in the event additional service providers are needed. Each building will have its own independent panel and devices that will be monitored by our central station.

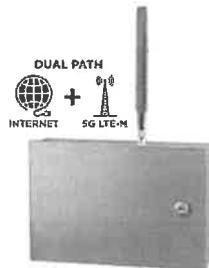
Plans shall be submitted to Huntington Park Building Department for approval.

Cost to include: Permits, Submittal Fees and Asbestos Inspections Report.

Our cost will not include the following: Vesda System Design, Mass Notification System Design and Demolition Drawings.

**Best Regards,**

**Erubey Herrera**



649 E Edna Place Covina, CA 91723  
(833) 456-7327  
State Contractor's License #1066111

**Radiant Fire & Integration Inc.**  
649 E Edna Place  
Covina, CA 91723  
+1 8334567327  
billing@radianit-fi.com



## Proposal

**ADDRESS**

City of Huntington Park  
13200 Crossroads Parkway  
North Suite 400  
City of Industry, CA 91746

**PROPOSAL # 1083****DATE 06/22/2022****EXPIRATION DATE 07/22/2022****JOB NAME**

FLS System Design

**JOB ADDRESS**

Multiple Addresses

<b>Engineered Plans</b>	Engineered Plans for fire life safety systems of 13 city buildings	1
	Permits	
	Asbestos Inspections and Testing	
	*Exclusion- Vesda System	
	*Exclusion- Mass Notification System	
	*Exclusion- Demolition Drawings	

Engineering of Fire Life Safety Systems Based off of NFPA 72 2016 edition and California Fire and Building Codes	<b>SUBTOTAL</b>	98,678.52
	<b>TAX</b>	0.00
	<b>TOTAL</b>	<b>\$98,678.52</b>

Accepted By

Accepted Date

Late payments will be charged 1.5% interest per calendar month  
along with fees associated with collection costs.

Radiant is in association with Fire Sprinkler Installers Inc.

PLEASE MAKE CHECKS PAYABLE TO RADIANT FIRE & INTEGRATION INC.

June 13, 2022

# CITY OF HUNTINGTON PARK

## Answers to Request for Information (RFI) No. 1

### Request for Proposal Design of Fire Protection Alarm Services

The following questions were posed by individuals interested in the Request for Proposal (RFP) for the Design of Fire Protection Alarm Services at City facilities. Answers to the questions are highlighted in yellow.

1. Please confirm the following criteria for bidding as stated in the RFP Introduction, "Contractor must be a State of California licensed C-10, C-16 - Fire Protection Contractor, per California Code of Regulations, Title 16, Division 8, Article 3." If this is an RFP for design services, why is a contractors' license required?

Contractor's license is not required for the design. Though wanted to reiterate that a C-16 licensed contractor as classified by the state of California allows for the design of commercial and/or industrial fire protection systems.

2. Will you be able to provide additional plans for missing areas within the Civic Center complex? Current plans provided are not complete.

No.

3. Will we be able to get full size plans for plan pages you already included in the RFP?

No.

**Desin-Build Fire Protection System for City of Huntington Park  
Fire Sprinklers and ADA Compliant Fire Alarms**

BUILDING / FACILITY NAME	OCCUPANCY	RISK CATEGORY
Fleet Building (Repair Garage)	U	II
Metro Building	B	II
Street Division	B	II
Street Division	B	II
Street Division Small Building (Carport)	U	II
Water/Elect. Dept.	B	II
ADMIN Office Bldg.	B	II
ADMIN Office Bldg. Warehouse	S-2	II
Park Dept. Bldg. Offices	B	II
Park Dept. Bldg. Warehouse	S-2	II
Parks Shed (Storage)	S-2	II
Recreation Building	A-3	III (>300 Occup)
City Hall	A-3	III (>300 Occup)
Police Station	B	IV
Police Station - Jails	I3	III
Muni Building	B	II
Muni Building - Warehouse	S-1	II
Community Center	A-3	III (>300 Occup)

5. Will the finished Fire Alarm Construction Drawings need to be PE stamped?

Yes. County of Los Angeles Fire Department to review Fire Prevention/Life Safety Services plans and issue permits. City of Huntington Park's Building Division to issue permit after receiving County of Los Angeles Fire Department approved plans/permit.

6. Do permit fee's need to be included in this RFP?

Yes. All applicable County of Los Angeles Fire Department fees to review, approve and issue permit must be borne by the consultant/contractor performing the design.

7. Are there specific areas within each of the buildings that remain un-abated for Asbestos? If so please identify where, in each building.

Consultant/contractor performing the design to have licensed professionals take samples and have the samples tested by a certified laboratory. Consultant/contractor performing the design to share results and make recommendations accordingly.

8. It was identified on the site walk that Vesda will need to be used in the Jail Cells. Please confirm.

Vesda is an option. All work to be designed in a Risk Category 4 (jail cells) must be ADA compliant, safety and tamper proof and utilize up to date technology to ensure the safety of all.

9. Should we provide Cages for any exposed devices in the Jail, Gym or other areas where damage to the device is possible?

All work to be designed in a Risk Category 4 (jail cells) must be ADA compliant, safety and tamper proof and utilize up to date technology to ensure the safety of all.

10. Please identify which building, and which sections of building if partial coverage, are covered with sprinklers.

The Police Department basement and other locations with existing partial systems and recommended for removal and replacement with up to date system.

11. We identified on our site walk that the community center has an existing Fire Alarm System. Please confirm if you'll be able to provide Fire Alarm Shop Drawings for this building if you'd like to include this building in our scope of work (replace the existing system).

Not available.

12. Would you like to include Mass Notification as part of this design? Current code doesn't require it but upcoming code does include mandates for Mass Notification in some occupancies.

Yes.

13. Does the City of Huntington Park have specific amendments to the applicable building and fire codes that can be shared?

Yes.

14. Confirm we're providing permitting drawings, not shop drawings

Please reference questions 5 and 6 above. Consultant/contractor performing the design to obtain permit and provide plans and specifications whereby the City can solicit construction bids.

15. Permitting Drawings – Stamped, calculations/drawings/specs.

Yes.

16. For buildings with existing fire alarm equipment, are we providing demolition drawings?

Yes.

17. City Hall & Community buildings were noted with fire alarm equipment.

Refer to answer in question 10.

18. Confirm the 13 buildings in question are on the National Historic Registry

Not applicable.

19. If partial, please identify which buildings are and are not.

Not applicable.

20. Confirm buildings/area with asbestos (if applicable).

Refer to answer in question 7.

21. Confirm we're bidding on Phase I and not II

Phase I design only.

22. Phase I – Design/Permitting

Yes.

23. Phase II – Installation/Construction Management

This phase to be completed at a later date.

24. Confirm if there's a preferred equipment manufacturer other than what's indicated in the RFP.

None preferred.

25. Confirm we're not providing security design.

No.

26. Security design – delayed egress/card readers/door hold open devices.

No.

27. Confirm we're not providing emergency lighting design.

No.

28. Confirm the preferred method of concealing fire alarm wiring.

Designer to provide acceptable standard method to conceal. Some of the areas will use wire molding to match existing architecture.

29. Inside walls/ceilings, wire molding

Refer to answer to question 28.

30. Confirm the occupancy and use group type for each of the 13 buildings.

Refer to answer to question 4.

31. The community building was noted with an elevator; confirm that we're not providing elevator recall and shunt-trip.

Not needed.

32. The Police Office was noted with an Emergency Response Radio Coverage System (ERRCS); confirm we're not providing additional design to that system.

Not needed.

33. Confirm we're not providing ERRCS for buildings without one/

Not needed.

34. The Police Office has 15 cells; confirm if there's a preferred detection type for the cells (i.e., caged smoke detector, VESDA, another type of early warning detection).

Refer to answers in questions 8 and 9.

35. The Police office is partially protected with fire sprinklers; please confirm if the fire alarm devices for the monitoring will be reused or specified with new.

Refer to answer to question 10.

36. Confirm if we're providing Mass Notification throughout the campus.

Yes.

37. The Community Center has an existing fire alarm system, which appears to be installed within the last 20 years. Please confirm that this system is to be redesigned.

Yes.

38. The Community Center has an existing Ansul Kitchen Hood system; please confirm that this system is to be monitored (i.e., is the kitchen still in operation).

Yes.

**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 proposal as non-responsive.

Thank you for your cooperation.

**ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's**

Gabriel Martinez / Fire Sprinkler Inst. June 14, 2022  
Company Name Date

Gabriel Martinez  
Print Name

Gabriel Martinez  
Signature

**End of Request for Information No. 1**

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

By: Cesar Roldan  
Cesar Roldan, Director of Public Works

Date: June 13, 2022

ATTACHMENT "B"

## Attachment 2

### Proposals

## Consultants' background

ADT is one of the oldest and most established security integrators in the world. We merged with Redhawk Fire and Security in 2019, and formed ADT Commercial LLC. We are one of the largest Fire Alarm installers in the United States and one of the top ranked companies for Fire Life Safety installations and maintenance in the Southern California market. We have 4 Branches in the Greater Los Angeles Area but the work for this project would be performed by our Los Angeles Office located at the following location:



**Red Hawk Fire & Security**

**2705 Media Center Dr, Los Angeles, CA 90065**



## Qualifications and Experience

ADT Commercial LLC (Legacy Red Hawk Fire and Security) has performed Fire Alarm and Security Projects for numerous Cities, Fortune 500 customers, School Districts, and many other private, and public entities within the region. We have extensive experience in implementing systems that are both code compliant, as well as fully network integrated to allow for City wide monitoring of system events, and the capability to monitor, and communicate with other building systems (Mechanical, Security etc.) Please see attached references for examples of other projects we have completed. In addition, for the design of the city facilities we have

partnered with TK1SC Engineering Group who are a Multi-specialty engineering firm with a Staff of FPE engineers.

## Project References

Customer Type	End User	Dates	Value	Project Owner	Contact
Public	UCI Applied Innovation Fire Alarm Tenant Improvements 5270 California Ave. Irvine, CA 92617	4/2019 - 12/2019	\$256,024	The Irvine Company PO Box 6120 Newport Beach, CA 92658	Jesse Turi (Tuelk) 949-531-0327
Private	SCE Pomona TSD FireSystems Improvements 265 N. East End Ave. Pomona, CA 91761	10/2020 - 3/2021	\$1,588,434	SCE 2244 Walnut Grove Rosemead, CA 91770	Chris Simmons (Dumarc Corporation) <a href="mailto:csimmons@dumarc corp.com">csimmons@dumarc corp.com</a>
Private	Bank of America 333 Hope St Alarm Retrofit	2009	\$2,829,131	Brookfield Properties – BofA	Dave Thompson 213-621-9314 <a href="mailto:Dave.Thompson@brookfieldproperties.com">Dave.Thompson@brookfieldproperties.com</a>
Public	Irvine Ranch Water District (IRWD) 1st Floor Computer Rm Suppression Systems 15600 Sand Canyon Ave. Irvine, CA	10/2020 - 1/2021	\$85,000	Irvine Ranch Water District 3512 Michelson Drive Irvine, CA 92612	Jessie Muncy 949-354-4183 <a href="mailto:muncy@irwd.com">muncy@irwd.com</a>

## Project Approach

Upon receiving NTP we'll schedule a meeting to complete an in-depth project review with the city to re-confirm the design criteria, and address any questions, or concerns that need to be considered for the project. In addition to project design criteria, we'll work with the city to identify a project schedule for building survey, and asbestos testing. Based on the schedule we receive from the city we'll walk each of the buildings, and perform Asbestos Testing (Civic Center, and Public works Yard only). Upon completion of the survey and testing we'll schedule another meeting to review our findings (to be provided in written format) and discuss resolutions for any concerns that are raised. Upon receiving written direction on how to proceed we'll begin CAD design.

In an effort to ensure compliance with the city needs we'll submit 2 set's of drawings. Upon completion of floor plans and device placement we'll submit a 50% design. Upon review and written response from the city we'll proceed with the completion of the design and submit the final 100% Design Set. This set can be used for permit submittal to LA County Fire, or can be used for the release of the Building only RFP with Permit to be provided by installing contractor.

## Proposed Personnel

### **Account Manager: Frank Marenco Jr.**

#### **Background**

My experience in Fire Alarm Systems and Security has been exclusive to Fire Alarm/Security System Design and Installation. I have advanced from an entry-level position, with no formal training, to the position of Systems Sales Engineer of a highly respected, C-10 Licensed Contractor here in California. In each position, I made it my business to go beyond the expectations of my supervisor. I have always been committed to working hard, pursuing as much training as possible,

remaining open to change, and giving back to the field. These commitments, which are outlined in the following job history, have resulted in my becoming a respected professional in the field of Fire Alarm/Security System Design and Installation. My experience throughout is Fire Alarm, Access Control, Intrusion and CCTV.

**Experience:**



**System Sales Engineer Integration:**

ADT Commercial Formerly Red Hawk Fire & Security Mar 2018 -

Present · 4 years 2 months.

Orange, California

- Systems Sales Engineer Rep. Integration of Low voltage Fire Alarm and Security Systems. Providing solutions for Mass Notification Fire Alarm Systems, Fire Alarm Systems, Suppression Systems, CCTV, Access Control, Intrusions Alarm, Nurse Call Systems, and Networking Integration Systems. Red Hawk will provide Design and install these products. Excellent work environment at Red Hawk family!



**Senior Systems Sales Engineer Red Hawk Fire & Security**

Oct 2014 - Present · 7 yrs. 7 months. Escondido, California

- Duties Include: Pre-Engineered designs for selling Fire Life Safety Systems and Security.



**Project Sales Engineer Bergelectric**  
May 2017 - Jan 2018 · 9 months. Escondido, California

- Performing project engineering using a high-level skill set. Providing Low Voltage Solutions and Estimating Fire Life Safety, Access Control, Intrusion Alarm and CCTV. Occupancy's includes Hospitals, Airports, Military Structures, Factories, Offices, Industrial, Casinos, Colleges and Universities. Using all current Governing Codes: NFPA, UFC, IBC, NAVFAC, CFC and CBC.



Senior Systems Engineer III-Management Siemens  
Industry USA  
Jan 2011 - Aug 2013 · 2 years 8 months. San Diego,  
California

- System Engineer III-management duties included: Fire Life Safety and Design. Support Operations and Sales and provide Management Engineering Services for Branch.

## **Education:**

California State University - East Bay



Bachelor of Science (BS), Industrial Engineering 2006 - 2011

- Industrial Engineering

## **References.**

Please see references provided Under Qualifications. Additional references can be provided upon request.

## **Project Fire Protection Engineer**

See next page for Qualifications



### ***Education***

AA, Criminal Justice Administration (Business Management/Loss Prevention). Des Moines Area Community College. 1978

### ***Certifications***

CFPS, Certified Fire Protection Specialist, NFPA

CPP, Certified Protection Professional, ASIS

NICET, Fire Alarm Systems - Level IV, National Institute for Certification in Engineering Technologies

AQM, Alarm Company Qualified Manager, Bureau of Security and Investigative Services, CA.

### ***Associations***

Member, American Society of Industrial Security (ASIS)

Member, National Fire Protection Engineers (NFPA)

Member, Society of Fire Protection Engineers (SFPE)

Member, American Society of Certified Engineering Technicians (ASCET)

### ***Contact***

+1 951-283-8270  
jtesdall@tk1sc.com

**JOHN TESDALL** CPP, CFPS, SET, ACQ  
DIRECTOR – FIRE PROTECTION ENGINEERING

*(Experience – 40 years)*

### ***Bio***

John is a Director with experience in Project Management, Operations Management and Technical Systems Design. He has extensive experience in a wide scope of projects encompassing single site and shared use facilities to campuses and multi-site facilities working with federal, state and local officials, building owners, architects, and insurance representatives on a variety of complicated design problems from multi-unit housing, commercial, correctional, mission critical, military and government, utility, K-12 and university campuses. He has specialized professional competence in providing both fire/life safety systems design and security/access/ surveillance systems design to include Security Management System (SMS) integration concepts. He provides site review analysis, complex system designs, design reviews, specification development, and installation oversight, evaluation, testing, and commissioning of protection systems.

### ***Professional Highlights***

**DIRECTOR, TK1SC COLLABORATIVE, RIVERSIDE, CA. 2020-PRESENT**

Provides strategic fire/life safety and security consulting/protection engineering services and project management. Design and analysis for new and of existing electronic fire/life safety and security systems. Specialized in development of complex system designs, integration concepts, security master planning, development of construction drawings and specifications, shop drawing evaluation, systems testing and commissioning.

**SENIOR CONSULTANT, JENSEN HUGHES, ANAHEIM, CA. 2006-2020**

Provides strategic fire/life safety and security consulting/protection engineering services and project management. Design and analysis for new and of existing electronic fire/life safety systems; PACS, VSS, IDS, ECS security systems. Specialized in development of complex system designs, integration concepts, security master planning, development of construction drawings and specifications, shop drawing evaluation, systems testing and commissioning.

We included in our proposal cost associated with the Design of a code compliant professionally engineered Fire Alarm design for each of the buildings (Listed below) as referenced in the RFP

<b>Building</b>
<b>Fleet Building</b>
<b>Metro Transit</b>
<b>Street Division</b>
<b>Street Division</b>
<b>Sm Building</b>
<b>Water / Elec Dept</b>
<b>Admin Office</b>
<b>Park Department</b>
<b>Parks Shed</b>
<b>Recreation Building</b>
<b>City Hall</b>
<b>Police Station</b>
<b>Muni Building</b>
<b>Community Center</b>

#### Conditions / Exclusions

- We have included the creation of floor plans from scratch for each of the buildings within the Public Works yard. We'll utilize the included site map, and survey each building to ensure scaled floor plans are achieved.
- We have included scanning of the provided floor plans for the Civic Center, and Police station. We have also included a complete survey of each facility to ensure the provided floor plans reflect current conditions.
- Our design is system Agnostic. We have included in our proposal the design of a Edwards (EST 4) Addressable Fire Alarm system with Mass Notification and centralized multi site reporting. If the City wishes to go with a scaled down Fire Light system without Mass notification or Network Annunciation our price remains the same.

#### **References:**

Please see project references listed in Qualifications and experience. Additional references are available upon request.

#### **Qualifications and Experience:**

1. ADT Commercial LLC is part of ADT originated over 150 years ago and has been in business in its current name and incorporation since 1999.
2. We are one of the largest Security Integrators in the world, and have performed Millions of installations for Cities, Government Entities, and Fortune 500 Companies throughout our 23 year history.
3. We have 203 Offices across the country, with roughly 20,000 employees. Our current office that will service your installation is located at 2705 Media Center Dr., Los Angeles, CA 90065. We have Over 30 Technicians currently working out of this office who Install, and Maintain, Test and Service all forms of Fire Alarm Security and other Low Voltage Electronics systems. We will be providing a dedicated team for this project that will consist of Sales Engineer, Project Manager, Lead Technician.
4. We have been working out in the southern California region for over 30 years and have thousands of loyal customers within the greater Los Angeles Area.
5. Please see FPE (TK1SC) Resume for a summary of their Company experience.



Powered by Experience.  
Driven by Excellence.™

## Fee Schedule

Fee Schedule/Cost Proposal			
Task Description	Labor Hours*	Labor Rate-	Total Cost
Administration	180	\$150.00	\$ 27,000.00
Survey	180	\$150.00	\$ 27,000.00
Design	280	\$150.00	\$ 42,000.00
Asbestos Inspection	N/A	N/A	\$ 5,000.00
Business License			\$ 2,000.00
Total Base Cost			\$ 101,000.00
Permit Fee's*	N/A	N/A	\$ 7,500.00

\*Estimated Value not included in base cost



## **City of Huntington Park**

Fire Protection Engineering Services

### **STATEMENT OF QUALIFICATIONS**

JUNE 23, 2022

FIRE PROTECTION CONSULTING SERVICES

June 23, 2022

**Attn: Cesar Roldan**

**City of Huntington Park**  
6550 Miles Ave  
Huntington Park, CA  
90255

**Subject: Design Services of Fire Protection Alarm System Network**

Dear Mr. Roldan and Selection Committee,

Thank you for the opportunity to propose on fire protection engineering services for the City of Huntington Park. P2S understands that the City requires Design Services for Fire Protection Alarm System Networks at 13 City facilities where a system does not exist. Ensuring that city occupants and buildings have fire detection systems that comply with fire and life safety codes is of essential importance to mitigating fire threats and safeguarding your assets.

Quang Nguyen is a Fire Protection Engineer who is registered as a Fire Prevention Officer with the CA State Fire Marshall. Quang has worked for both government and private sector agencies and has vast experience reviewing and designing fire detection and protection plans for new buildings and renovations. Please refer to his resume within this response for more information. Quang will also serve as the contact for this proposal, he can be reached at: [quang.nguyen@p2sinc.com](mailto:quang.nguyen@p2sinc.com) and 562.384.4011.

The P2S fire protection studio has decades of combined fire protection engineering experience in the California public sector. We have no negative litigation or contract history to disclose and we have never been suspended or debarred by any government agency. We have long standing experience with California public sector clients and our staff works in multi-disciplinary teams in almost every project we undertake. These factors leave us uniquely qualified to provide the fire alarm design services you require.

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

We sincerely believe you will find that P2S has the right people, expertise and track record to become a valuable partner and consultant for this project. We look forward to hearing from you.

Sincerely,



**Aravind Batra**, PE, LC, LEED AP BD+C  
Vice-President / Principal, Senior Electrical Engineer

P2S Inc.

5000 E Spring Street, Ste 800  
Long Beach, CA 90815

562.497.2999

P2SINC.COM

## TABLE OF CONTENTS

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# SECTION 2

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## **Consultant's Background**



## Designing a better future, every day.

P2S Eng has brought forward-thinking, sustainable engineering solutions to California and beyond over 31 years. We take client dreams and make them reality with inventive, sustainable solutions fueled by the desire to make the future a better place. We believe innovative, responsible design is more than cost savings and efficiency, it's the promise of a brighter, greener future that begins today.

### One-Stop Resource



Mechanical, Electrical, Plumbing  
& Technology Design



Commissioning Services



Construction Management

### ENG Services

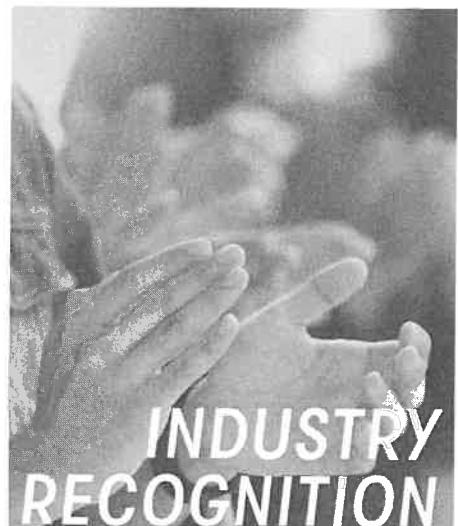
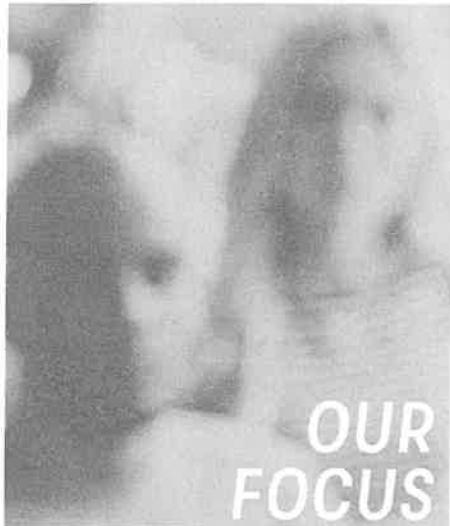
- Building systems design
- Central utility plants
- Utility master plans
- Infrastructure design
- Feasibility studies
- Energy audits

### Sustainable Design Services

- Renewable power sources
- Life-cycle studies
- LEED design and documentation

### Client Expertise

- Municipal & Federal
- Higher Education
- K-12 Education
- Healthcare
- Energy Services
- Aerospace
- Ports & Marine
- Transit & Transportation
- Aviation
- Retail & Commercial
- Office & Mixed Use
- Labs & Specialty Manufacturing



- High-performance building systems and central plants
- Future-focused sustainable design
- Holistic, performance-based project approach

- Think Green: Build Strong
- Forward-thinking, sustainable engineering solutions
- Innovative, responsible design is more than cost savings and efficiency, it's the promise of a brighter, greener future that begins today.

- Top 40 Electrical Design Firms (EC&M)
- Top 30 Engineering Firms (BD+C)
- MEP Engineering Giants in North America (CSE)
- Best Place to Work in LA (LA Business Journal)

#### Our Staff by the Numbers

**269** TOTAL EMPLOYEES

**98** Professional Engineers

**69** Electrical Staff

**9** CM Staff

**104** Mechanical Staff

**10** Technology Staff

**14** Cx Agents

**20** Plumbing Staff

**70** LEED Accredited

#### Project Design

**104** LEED<sup>®</sup> PROJECTS

**7** LEED<sup>®</sup> PLATINUM

**7** NET-ZERO ENERGY

#### Our Locations

Long Beach (HQ) // Irvine // Los Angeles // San Diego // San Jose // Seattle

#### Other Information

**Ownership:** S-Corporation, CA 3/7/1991

**Point of Contact:** Quang Nguyen, [quang.nguyen@p2sinc.com](mailto:quang.nguyen@p2sinc.com), 562.497.2999

**Dunn & Bradstreet:** 62-486-9194

**Bank of Record:** F & M Bank of Long Beach

## SECTION 3

### **Qualifications and Experience of Consultant's Personnel**

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# FIRE PROTECTION

*Providing peace of mind  
for life & property  
from fire threats*

## P2S FIRE PROTECTION STUDIO

Our fire protection experts have provided their services to a broad range of clients across various industries. Our solutions ensure safety for our clients and their facilities for years to come.

### FIRE PROTECTION SERVICES

#### **Designing complete fire suppression systems tailored to your specific needs.**

Our expert fire protection engineers study the unique conditions of your projects to establish a complete fire suppression system that gives you peace of mind. We design sprinkler systems, standpipe systems, fire pumps, water spray systems, foam systems, clean agent systems, CO2 systems, smoke control systems and more. We can also provide either standalone fire alarm/ voice evacuation systems or fully integrated building management systems (BMS) depending on your specific needs.

### FIRE SYSTEM ANALYSIS

#### **Ensuring code compliance through in-depth analyses.**

P2S performs specialized fire hazard analyses as required by building and life safety codes. Our fire protection engineers evaluate specific fire hazards, taking into account the intended use of the space and the expected presence of flammable and combustible materials. Our team can evaluate the water supply for a single building or multi-building campus. We also conduct plan and peer reviews of life safety, fire suppression and fire alarm system designs.

### WHY CHOOSE P2S FOR FIRE PROTECTION?

#### **Leading the industry with the highest standard of fire protection services.**

With P2S, you'll get industry-leading fire protection design and analysis. We utilize fire modeling analysis to assess tenability limits and egress time, which can result in significant cost savings for projects by reducing supply and exhaust air requirements and improving safety. We understand the importance of building safety to your occupants and we'll communicate with you during every step of the project so that no fire and life safety issue gets overlooked.

SECTION 4

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## **Project Approach**

## APPROACH TO PROVIDE SERVICES

### QUALITY ASSURANCE/QUALITY CONTROL

P2S recognizes that each client and each project have their own specific requirements. As such, we work closely with the client's staff, design team and review agencies to understand the issues prior to developing workable and cost-effective solutions. Recommended approaches and solutions are discussed with the client's staff, design team and review agencies throughout the project, so that the final product has the benefit of client input, from client management to client operators as well as the reviewing agency.

P2S maintains an aggressive commitment to quality assurance/quality control (QA/QC). We believe it is our responsibility to produce complete, properly coordinated, checked study and design documents within agreed schedules. We believe that quality must be built into the project from the outset, and that it must be implemented and confirmed throughout the project. Total Quality Management (TQM) and inviting client input throughout project development are two of our approaches to ensure that the client's needs are met on the project. We also develop a QA/QC Plan as part of the project management plan for each project. The QA/QC Plan is the blueprint to ensure that QA/QC is implemented throughout the project.

At certain milestones in each project, particularly at key deliverable submittals, formal reviews are conducted. These Milestone Quality Reviews at completion of conceptual design, preliminary design and final design, involve a senior engineer who has typically been uninvolved in the project. This person provides an independent review of the documents, focusing in the earlier reviews on concept, approach, and process issues, and in the later reviews on details, constructability, and document completeness and presentation issues.

Other QA/QC reviews include coordination checks and calculation checks. These are typically done at the end of final design. The coordination check is also done by a senior engineer who has been uninvolved in the project. The emphasis is to check that the specifications and drawings are fully coordinated and without conflicts. Similarly, the coordination check extends to coordination of the engineering disciplines so that there are no conflicts among the mechanical, electrical, instrumentation, structural, architectural, and civil disciplines. The calculations check is done to ensure that calculations are correct and founded upon a sound basis.

This comprehensive approach to QA/QC enables us to provide quality services to our clients with deliverables that ensure complete, well thought out studies; comprehensive and detailed design documents that absolutely minimize change orders; and generally superior engineering recommendations. Our records of performance can be verified by the satisfaction expressed by our clients regarding our adherence to schedule and contract budget, with practically no engineering-related change orders.

### CODE COMPLIANCE AND COST CONTROL

P2S has qualified fire protection engineers with vast experience in fire alarm system design for different industries including municipal, business, k-12, healthcare, higher education, residential, ports and energy sectors. We have experience working with almost every mainstream manufacturer in the fire alarm industry and understand how key components tie in together as well as limitations of the systems.

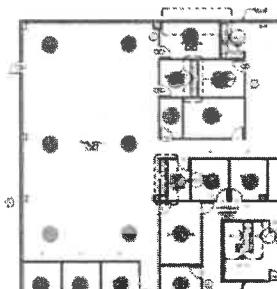
Our fire protection engineering studio has team members with diverse backgrounds which enables us to not only identify the code requirements for each specific situation but also consider the installation and maintenance of the systems in the long run, which in turn enables us to provide a code-compliant, and cost-effective design. Our team members currently hold Professional Engineering licenses, NICET and NFPA CFPS certifications.

For additional cost control measures, we follow a systematic approach to create and monitor WBS (work breakdown structure) and identify the major items for a given deliverable. The Project Manager then tracks both the budget and project deadlines to ensure the milestones are met. We also implement a thorough DQA process throughout the design process which helps us maintain the quality of our product and also helps identify any missed items so they can be addressed in a timely manner and not have an unexpected cost impact towards the end or after completion.

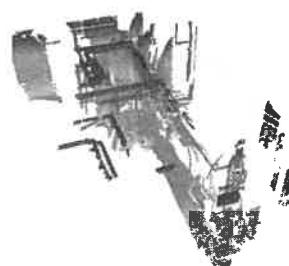
## LASER SCANNING

Most of the built world is still poorly documented. 3D laser scanning provides the best foundation for understanding what you want to change. Laser scanning can precisely capture the existing conditions of a structure for which accurate as-builts are not available. It's a non-intrusive technology, which enables teams to scan occupied spaces with little to no interruptions to occupant activities. At P2S, we use laser scanning to provide our clients with accurate 3D models of the built environment.

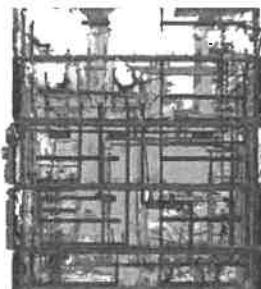
## PROCESS



Plan



Scan



Register



Share

## ADDED VALUE

3D laser scanners produce high-resolution photos that save time by avoiding repeated site visits. Projects that use 3D scanning have seen a 10% reduction in overall project timescale. The data collected by the scanner can be exported to tools like AutoCAD and Revit to recreate buildings, structures, and process systems in digital format. These detailed 3D representations can be converted into building information models (BIM). Precise drawings and digital models derived from this non-invasive technology result in improved coordination between design disciplines, benefiting both the design team and the client.

## APPLICATIONS

3D laser scanning serves to confirm as-built conditions and helps to identify issues early in the design process. This minimizes design risk and reduces RFI's, change orders and project delays, helping clients avoid additional costs. Accurately recording existing systems used to be an inefficient and time-consuming process. With 3D laser scanning technology, recording the dimensions of existing structures and systems is fast, easy, and accurate.

## DELIVERABLES



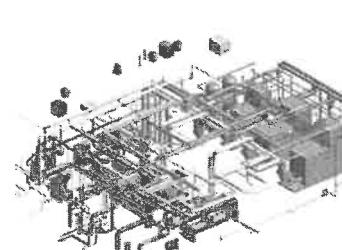
01



02



03



04

01 - Virtual Walkthrough

02 - Point Cloud

03 - Co-author Scans in Cloud

04 - 3D Model

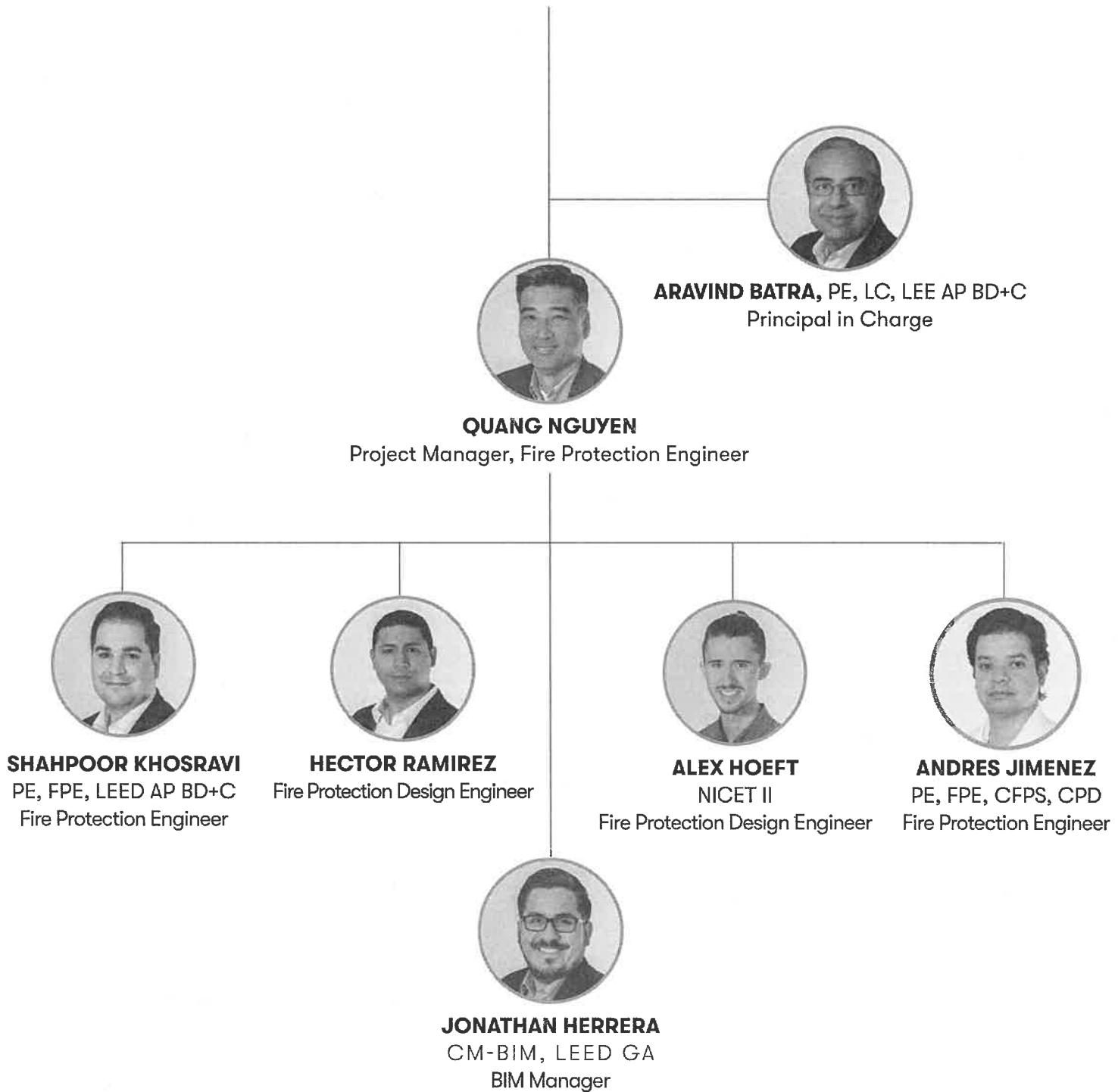
SECTION 5

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**Proposed Personnel**

## TEAM ORGANIZATIONAL CHART

# CITY OF HUNTINGTON PARK





## ARAVIND BATRA

PE, LC, LEED AP BD+C

Principal-in-Charge, Senior Electrical Engineer | P2S Inc.

### EDUCATION

BS, Electrical Engineering,  
Bangalore University

### REGISTRATIONS

Electrical Engineer;  
California, E16609

### CERTIFICATIONS

- LC
- LEED AP BD+C

### AFFILIATIONS

- AEE
- IEE
- IESNA
- USGBC

Aravind Batra has over 25 years of experience in consulting engineering covering both renovation and new construction. He currently serves as Vice President where he helps to continuously assure P2S quality standards. Aravind brings an in-depth knowledge of electrical systems and their requirements to numerous needs assessments, systems upgrades, renovations and new building projects for various educational clients. He is also responsible for the design of numerous high performance buildings, independent reviews of various types of buildings, and providing peer review on various renovations and new buildings projects for educational, industrial and commercial facilities.

Aravind currently serves as campus Executive Electrical Engineer for University of California, San Diego where he has assisted the University in planning and upgrading their medium voltage electrical distribution system to achieve reliability, redundancy, flexibility and the required capacity to meet the aggressive growth that the University has seen over the years. Aravind has also assisted a number of community colleges and state and private universities with their planning and upgrading of the electrical systems to meet the demands of their existing and proposed facilities.

### RELEVANT PROJECT EXPERIENCE

- **County of Los Angeles**  
Live Oak Library Building Pre-action  
Sprinkler Design  
Arcadia, CA
- **UC San Diego**  
Electrical Master Specifications  
La Jolla, CA
- **UC San Diego**  
Revelle Switching Station  
La Jolla, CA
- **UC San Diego**  
Satellite Utility Plant  
La Jolla, CA
- **UC San Diego**  
North Campus 12kV Switching  
Station  
La Jolla, CA
- **UC Irvine**  
Primary Electrical Upgrades  
Irvine, CA
- **San Diego State University**  
Utility Master Plan  
San Diego, CA
- **City of Costa Mesa**  
Library ADA Upgrades  
Costa Mesa, CA
- **CSU Northridge**  
Utility Infrastructure Master Plan  
Northridge, CA
- **CSU San Marcos**  
Utility Infrastructure Master Plan  
San Marcos, CA
- **San Bernardino Community College District**  
Utility Master Plan Peer Review  
San Bernardino, CA
- **Chaffey College**  
Utility Infrastructure Master Plan  
Rancho Cucamonga, CA
- **Cypress Community College**  
Utility Master Plan  
Cypress, CA
- **Cal Poly Pomona**  
12kV Medium Voltage Electrical  
Infrastructure Upgrades  
Pomona, CA



## QUANG NGUYEN

Fire Protection Engineer | P2S Inc.

### EDUCATION

- MS, Fire Protection Engineering, Cal Poly San Luis Obispo
- AS, Fire Protection, Santa Ana College
- BS, Biological Chemistry, University of Minnesota

### CERTIFICATIONS

- CA State Fire Marshal, Fire Prevention Officer
- ICC Fire Inspector I
- NFPA Fire Inspector I
- Fire Prevention Certificate
- Fire Prevention 1A, 1B, 1C
- Fire Prevention 2A & 2B
- Fire Prevention 3A & 3B

### AFFILIATIONS

- American Society of Safety Engineer
- Society Fire Protection Engineer
- International Code Council
- Automatic Fire Alarm Association
- American Fire Sprinkler Association

Quang Nguyen has 12 years of fire protection engineering experience on both new and existing facilities throughout California. He has experience in code consulting, fire protection/hazard analyses, designing fire protection engineering systems and performing inspection of fire protection equipment. He has designed sprinkler, fire alarm and smoke control systems for commercial, industrial, healthcare, educational, residential, military, and public/institutional facilities. He has prepared chemical classification packets, code compliance packets, egress analysis report, smoke control rational analysis and negotiated numerous variances.

Quang is responsible for the coordination, design, development, written specifications, cost estimates, construction observation, and equipment selection for fire protection engineering projects. He has tested and inspected well over 1,000 sprinkler systems ranging from one sprinkler additions, to 15-story high-rises, to big box warehouses. Quang has experience in water mist fire protection, clean agent fire protection and aqueous film forming agent (AFFF) systems. He has worked for both government and private sector agencies.

### RELEVANT PROJECT EXPERIENCE

- Rancho Santiago College**  
Fire Alarm and Fire Life Safety Consultant  
Santa Ana, CA
- Los Angeles County**  
Hall of Records Fire Alarm System Design  
Los Angeles, CA
- LA Pierce College**  
Campus-Wide Fire Alarm  
Woodland Hills, CA
- Golden West College**  
New Student Center  
Huntington Beach, CA
- Sacramento State University**  
LEED Gold Ernest E. Tschannen Science Complex  
Sacramento, CA
- LA Metrolink Tunnel**  
Fire Protection Engineering Design  
Los Angeles, CA
- Long Beach City College**  
O-1 Building Data Center and Fire Alarm Upgrades  
Long Beach, CA
- California Division of State Architect**  
Fire & Life Safety Plan Review Services  
Sacramento, CA
- City of Santa Clarita**  
New Canyon Community Center  
Santa Clarita, CA
- Federal Drug Administration, Alameda County**  
Fire Alarm Design, Code Compliance  
Alameda, CA
- Fairview Developmental Center**  
Campus Wide Fire Alarm Upgrade  
Costa Mesa, CA
- Fairview Developmental Center**  
Campus Wide Fire Sprinkler System  
Costa Mesa, CA
- Santa Monica College**  
LEED Gold Design Student Services Administration Building (CD Phase)  
Santa Monica, CA
- Santa Monica College**  
Math & Science Lab  
Santa Monica, CA



## SHAHPOOR KHOSERAVI

PE, FPE, LEED AP BD+C  
Fire Protection Engineer | P2S Inc.

Shahpoor Khosravi has 11 years of experience designing plumbing and fire protection systems for new and existing facilities. He has comprehensive knowledge of fire protection, domestic cold and hot water distribution, sanitary storm drainage, natural gas, and medical gas distribution systems.

Shahpoor has designed plumbing and fire protection systems for higher education, K-12, healthcare, and municipal projects that meet Title 24 standards. Having worked in both the east and west coast gives him the advantage of developing solutions for a broad range of climates to maximize environmental conditions. He is experienced in building design modeling and analysis software platforms including AutoCAD, Revit, Trace 700, Micro Station, PyroSim, and FDS.

### EDUCATION

BS, Fire Protection Engineering,  
University of Maryland

BS, Mechanical Engineering,  
University of Maryland

BS, Civil Engineering, Azad  
University of Tehran, Tehran,  
Iran

### REGISTRATIONS

Mechanical Engineer,  
California M40230

Fire Protection Engineer,  
California 2138

### CERTIFICATIONS

LEED Accredited Professional –  
Building Design & Construction  
(LEED AP BD+C)

### RELEVANT PROJECT EXPERIENCE

- **California Division of State Architect**  
Fire & Life Safety Plan Review Services  
Sacramento, CA
- **Los Angeles Metrolink**  
N538 Portal Area & Ventilation  
Building Fire Protection Services  
Los Angeles, CA
- **City of Santa Monica**  
Fire Station 5 Modernization  
Santa Monica, CA
- **Culver City**  
Courthouse MEP Assessment  
Culver City, CA
- **Los Angeles County Public Works**  
Mechanical Upgrades at Multiple Parks  
Los Angeles, CA
- **Riverside University Health Systems**  
Arlington Recovery Community Fire Alarm Design  
Riverside, CA
- **City of Hyattsville**  
Hyattsville Public Library  
Hyattsville, MD
- **City of Rockville**  
Grey Courthouse Renovation  
Rockville, MD
- **Rancho Santiago College**  
Fire Alarm and Fire Life Safety Consultant  
Santa Ana, CA
- **Long Beach City College**  
Building D Modernization  
Long Beach, CA
- **Mt. San Jacinto Community College**  
Temecula Field Programming Act  
Temecula, CA
- **Palomar College**  
New Athletic Complex  
San Marcos, CA
- **Fairview Development Center**  
Electrical & Gas Systems Assessment  
Costa Mesa, CA



## ANDRES JIMENEZ

PE, FPE, CFPS, CPD  
Fire Protection Engineer | P2S Inc.

Andres Jimenez has ten years of fire suppression and plumbing design experience for new and existing facilities. He has designed sprinkler, fire alarm and plumbing systems for commercial, industrial, healthcare, educational, residential, and public/institutional facilities that meet Title 24 standards.

Andres specializes in the design of various types of sprinkler systems and gaseous systems for efficient fire suppression. His industry experience crosses numerous market segments, and includes a thorough understanding of the DSA approval process and design requirements for higher education facilities.

### EDUCATION

BS, Mechanical Engineering,  
Universidad Autónoma de Baja  
California

M.Eng, Mechanical Design  
and Manufacturing, Cetys  
University

Fire Protection Engineering  
Applications Graduate  
Certificate, Cal Poly San Luis  
Obispo

Advanced Plumbing Design  
Certificate, University of  
California, Los Angeles,  
Extension

### REGISTRATIONS

- Fire Protection Engineer, California 2202
- Certified Fire Protection Specialist, CFPS, NFPA, 4374
- Certified in Plumbing Design, CPD, ASPE, 901638
- Fire Protection Water-Based Layout Level II, NICET, 146324

### AFFILIATIONS

- Society of Fire Protection Engineers (SFPE)
- Committee Member, Research, Tools and Methods (RTM) Committee at SFPE
- American Society of Plumbing Engineers, ASPE

### RELEVANT PROJECT EXPERIENCE

- **Los Angeles County**  
Hall of Records Fire Alarm System  
Design  
Los Angeles, CA
- **U.S. Department of Veteran Affairs**  
VA Northern California Health Care  
System Fire Protection System  
Design  
Mather, CA
- **U.S. Department of Veteran Affairs**  
Portland VA Medical Center Fire  
Alarm System Design  
Portland, OR
- **CSU Fullerton**  
McCarthy Hall Fire Protection  
System Design  
Fullerton, CA
- **Mira Costa College**  
Library Building Fire Sprinkler and  
Gaseous Suppression System  
Design  
Cardiff, CA
- **Mira Costa College**  
Administration Building Fire  
Sprinkler System Design  
Oceanside, CA
- **Southwestern College**  
Landscape Nursery Technology  
Building Fire Sprinkler System  
Design  
Chula Vista, CA
- **Saddleback College**  
ATEP Building Fire Sprinkler System  
Design  
Tustin, CA
- **Los Angeles Unified School District**  
Lincoln High School Campus  
Upgrade Fire Protection System  
Design  
Los Angeles, CA
- **Hemet Unified School District**  
Idyllwild K-8 School Admin Bldg  
Idyllwild, CA
- **Riverside University Health Systems**  
Arlington Recovery Community  
Riverside, CA
- **Riverside University Health Systems**  
Restorative Transformation Center  
Riverside, CA



## HECTOR RAMIREZ

Fire Protection Design Engineer | P2S Inc.

### EDUCATION

BS, Mechanical Engineering,  
California State University,  
Long Beach

### AFFILIATIONS

Society of Fire Protection  
Engineers (SFPE)

Hector Ramirez has four years of fire suppression and fire alarm/detection design experience for new and existing facilities. He has designed sprinkler and fire alarm systems for commercial, industrial, healthcare, educational and public facilities that meet Title 24 standards.

Hector specializes in the design of various types of sprinkler systems for efficient fire suppression. His industry experience crosses numerous market segments, and includes a thorough understanding of the DSA approval process and design requirements for higher education facilities

### RELEVANT PROJECT EXPERIENCE

- **Los Angeles County**  
Hall of Records Fire Alarm System  
Design  
Los Angeles, CA
- **MSJC Temecula Valley Campus**  
Fire sprinkler T.I. and Redesign  
Temecula, CA
- **Mt San Antonio College**  
Gymnasium and Aquatics Center  
Design Fire Sprinkler Design  
Walnut, CA
- **Golden West College**  
Language Arts Complex  
Fire Sprinkler and Standpipe Design  
Huntington Beach, CA
- **Santa Monica College**  
LEED Gold Design Student Services  
Administration Building Gaseous  
Fire Protection System Design  
Santa Monica, CA
- **CSU Los Angeles**  
Physical Science Building  
Fire Pump, Standpipe and  
Sprinklers Design  
Los Angeles, CA
- **Live Oak Library**  
Building Pre-action Sprinkler Design  
Arcadia, CA
- **Los Angeles Unified School District**  
Sherman Oaks Center for Enriched  
Studies Design Build Procurement  
and Fire Sprinkler Systems  
Sherman Oaks, CA
- **Los Angeles Unified School District**  
Huntington Park High School  
Design Fire Sprinkler Systems  
Huntington Park, CA
- **Hermosa Beach School District**  
Hermosa North Elementary School  
Fire Sprinkler Design  
Hermosa Beach, CA
- **John Adams Middle School**  
Performing Arts Center Fire  
Sprinkler and Standpipe Design  
Santa Monica, CA
- **Crestview at the Glenn**  
Crestview Skilled Nursing Facility  
Fire Sprinkler Design  
San Diego, CA



## ALEX HOEFT

NICET II

Fire Protection Design Engineer | P2S Inc.

Alex Hoeft has six years of fire protection design experience for new and existing facilities. He has designed systems for commercial, industrial, storage, healthcare, educational, residential, and government facilities meeting Title 24 standards.

Alex specializes in the design of sprinkler, standpipe, and fire pump systems that optimize efficiency and ease of installation. He is knowledgeable in code and is skilled at communicating requirements for complex project scenarios. His industry background spans multiple market segments and includes experience navigating the DSA approval process.

Alex has recently done work on projects designing fire alarm and clean agent systems as well. He has a technical certificate in Fire Protection Engineering Applications from Cal Poly and is working on completing his master's degree in Fire Protection Engineering.

### EDUCATION

BS, Mechanical Engineering,  
Baylor University

Technical Certificate, Fire  
Protection Engineering  
Applications, Cal Poly

### REGISTRATIONS

NICET II for Water-Based  
Systems Layout, Cert No.  
145371

EIT, California, 168085

### AFFILIATIONS

Society of Fire Protection  
Engineers (SFPE) – National  
SFPE – Southern California  
Chapter

### RELEVANT PROJECT EXPERIENCE

- **MiraCosta College**  
B500 Language Lab Building Fire  
Sprinkler System Design  
San Elijo, CA
- **Santa Monica College**  
Art Complex Replacement Fire  
Sprinkler System Design  
Santa Monica, CA
- **Saddleback College**  
LRC Building MDF Clean Agent  
System Design  
Mission Viejo, CA
- **Mt. San Antonio College**  
Lot R Garage Standpipe System,  
Heritage Hall Building Fire Sprinkler  
System  
Walnut, CA
- **San Bernardino Valley College**  
Technology Building Replacement  
Fire Sprinkler System Design  
San Bernardino, CA
- **Los Angeles Harbor College**  
Fire Sprinkler Performance  
Design Criteria  
Los Angeles, CA
- **California Division of State  
Architect**  
Fire & Life Safety Plan Review  
Services  
Sacramento, CA
- **Puget Sound Naval Shipyard**  
Fire Sprinkler System Design  
Bremerton, WA
- **General Services Administration**  
Carson Building Tenant  
Improvement Fire Sprinkler System  
Design  
Carson, CA
- **Napa Valley College**  
Student Housing Buildings Fire  
Sprinkler & Standpipe Systems  
Design  
Napa, CA
- **Cuyamaca College**  
Student Services Building Fire  
Sprinkler System Design  
El Cajon, CA
- **Palomar College**  
Athletic Complex Fire Sprinkler  
System Design  
San Marcos, CA



## JONATHAN HERRERA

CM-BIM, LEED GA  
BIM Manager | P2S Inc.

### EDUCATION

A.S. Architectural Drafting & Design, Long Beach City College

Certificate of Management – BIM Education Program, AGC of America

Autodesk University

### CERTIFICATIONS

Certificate of Management- Building Information Modeling  
LEED Green Associate

Autodesk Certified Professional in Revit for Electrical Design

Autodesk Certified Professional in Revit for Mechanical Design

Revit Architecture Certified Professional

Revit Architecture Certified Associate

AutoCAD Certified Professional

### AFFILIATIONS

United States Green Building Council (USGBC)

Autodesk User Group International (AUGI)

Los Angeles Revit User Group (LARUG)

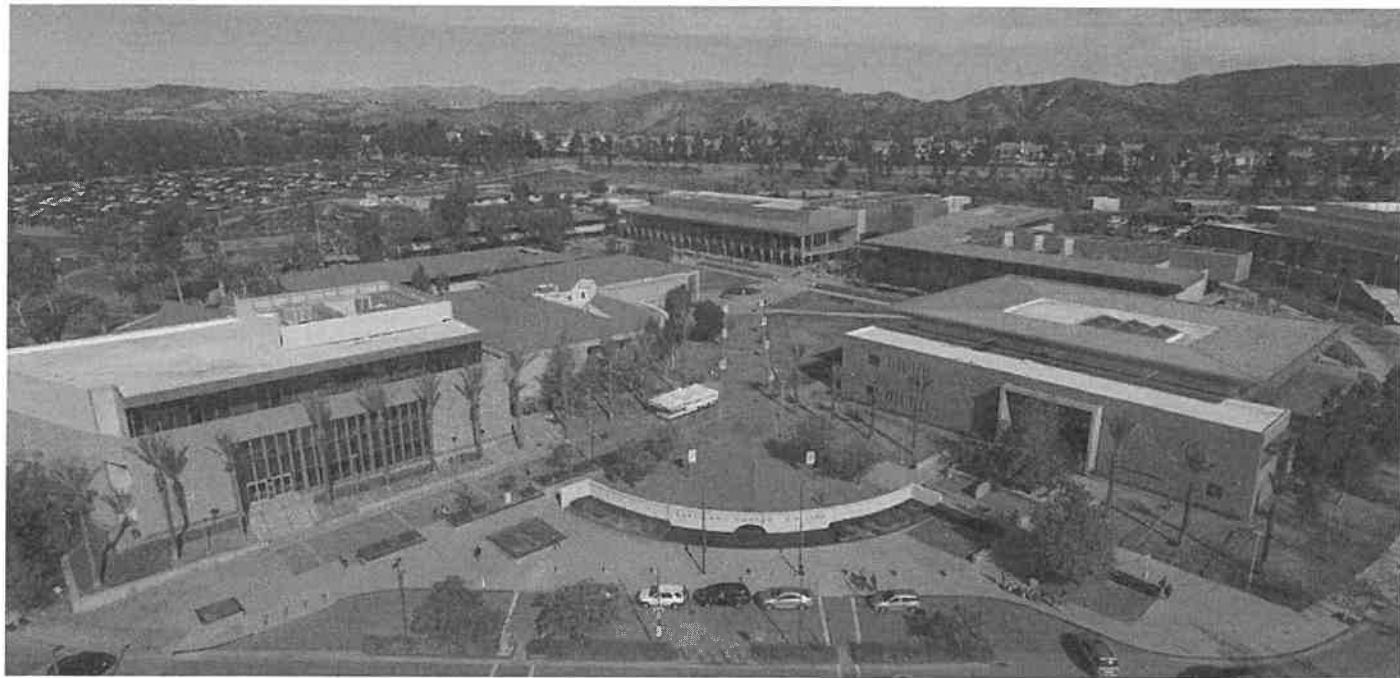
Southern California Revit User Group (SCRUG)

### RELEVANT PROJECT EXPERIENCE

- **CSU Long Beach**  
Utility Infrastructure Mapping  
Long Beach, CA
- **CSU Northridge**  
Utility Infrastructure Mapping  
Northridge, CA
- **CSU Sacramento**  
Utility Infrastructure Mapping  
Sacramento, CA
- **CSU Pomona**  
Utility Infrastructure Mapping  
Pomona, CA
- **CSU Fullerton**  
Utility Infrastructure Mapping  
Fullerton, CA
- **CSU Chico**  
Utility Infrastructure Mapping  
Chico, CA
- **Los Angeles Unified School District**  
Central Region 9th Street K-8 Span  
Los Angeles, CA
- **University of Southern California**  
Jill & Frank Fertitta Hall  
Los Angeles, CA
- **University of Southern California**  
Parking Structure 'A' Central Plant  
Los Angeles, CA
- **University of Southern California**  
Heritage Hall  
Los Angeles, CA
- **University of California, Riverside**  
Student Recreation Center Expansion  
Riverside, CA
- **CSU Northridge**  
Center for Extended Learning  
Northridge, CA
- **CSU Northridge**  
Sierra Annex Academic Building  
Northridge, CA
- **CSU Dominguez Hills**  
Student Union Building  
Carson, CA
- **Santa Monica College**  
Student Services Building  
Santa Monica, CA
- **Mt. San Antonio College**  
Student Success Center  
Walnut, CA

## SECTION 6

### **References/Relevant Experience**



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Fire Alarm & Fire Life Safety Consultant

### LOCATION

Santa Ana, CA

### DATES

2020 - Ongoing

### REFERENCE

Joann Hoferitz  
Project Manager  
District Safety and Security  
RSCCD  
714.480.7332  
hoferitz\_joann@rsccd.edu

### INTRODUCTION

P2S staff is serving as an extension of staff for the RSCCD District Safety Department to deliver fire alarm and fire life safety specialist consultant services. As a dedicated consultant for the district, our team is coordinating and interfacing with several designated District and College staff. We're assisting district staff to oversee, coordinate and manage the RSCCD's Fire Management Protocol in accordance with Board Policies and Administrative Regulations, to protect life and property.

### OUR SOLUTION

We're overseeing fire alarm and life safety activities, providing continuous feedback, and suggesting recommendations to the District Operations Center Chief. Our efforts support the District to achieve its objective of maintaining operable fire alarms, and fire life safety systems in all facilities districtwide. P2S is assisting the on-going protection of life and property in a uniform and comprehensive structure of oversight and management. Our team is thrilled to provide this direct fire safety consultant services and is honored to have been selected to assist in RSCCD's goal of keeping its entire district safe from fire threats.



## COUNTY OF LOS ANGELES

### Hall of Records Fire Alarm Design

#### LOCATION

Los Angeles, CA

#### DATES

August 2020 - In Progress

#### REFERENCE

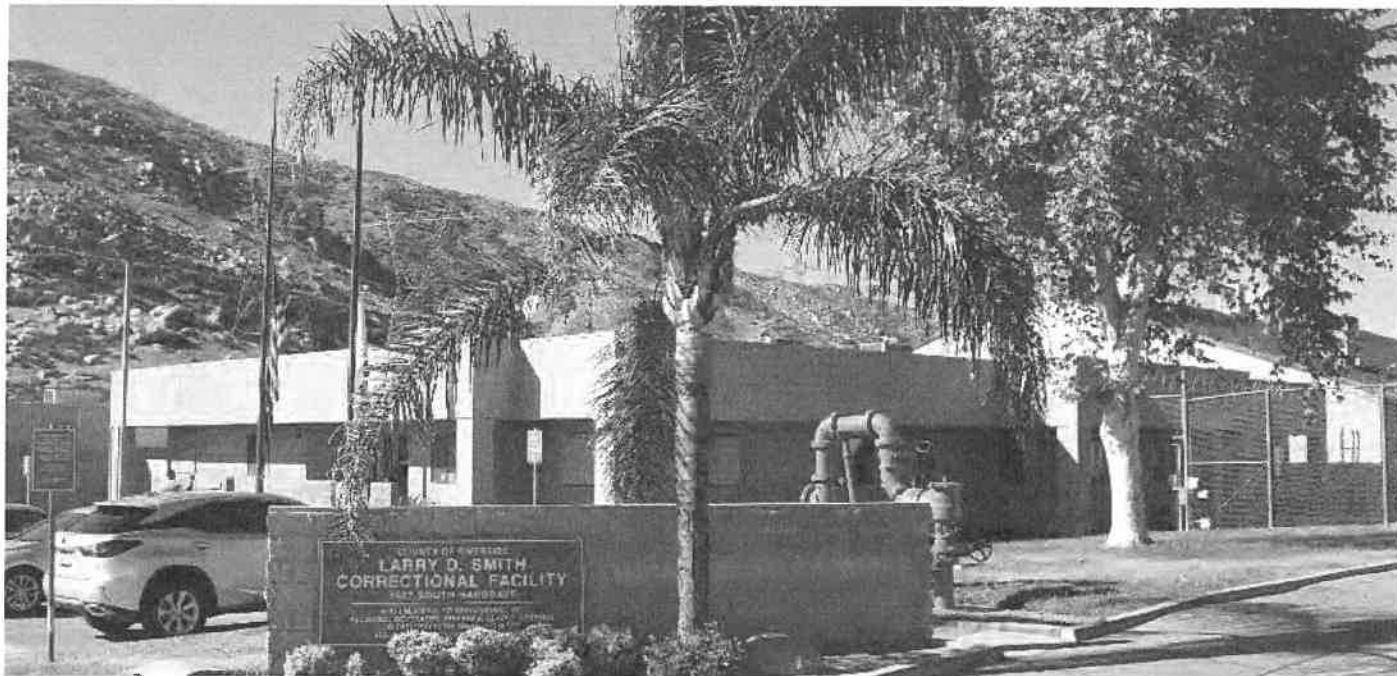
Felicia Martin  
Project Manager  
NAC Architects  
323.859.3100  
fmartin@nacarchitecture.com

#### INTRODUCTION

P2S is providing an addressable manual fire alarm design (modified by the Fire Department) for the Halls of Records Building in Downtown Los Angeles, which serves as offices, conference rooms and storage spaces for the County of Los Angeles. The building is considered a high rise, and the total square footage covered is approximately 205,424 SF.

#### OUR SOLUTION

The building fire alarm covers approximately 17 floors; however, only the basement, 1st -5th floors, 8th-11th floors and the 15th floor will receive Fire Alarm services in this project. Our team is providing a code-compliant Fire Alarm system that is ready for future upgrades. Design features include elevator recall, code-compliant elevator lobbies to all impacted floors, emergency generator and fire pump monitoring, HVAC smoke dampers and VAVs in restrooms on floors with a new fire alarm and a remote annunciator in the command center located in the basement. Our team is also providing bid and construction support services.



## COUNTY OF RIVERSIDE

Larry D Smith Correctional Facility, Medical Clinic Fire Alarm & Protection

### LOCATION

Banning, CA

### DATES

May 2016 - December 2019

### REFERENCE

Chris Bohigian,  
Project Manager  
DLR Group  
951.300.0250  
cbohigian@dlrgroup.com

### INTRODUCTION

The P2S Fire Protection Team provided fire alarm and fire protection design for a new, 7200 SF medical clinic facility with treatment and exam rooms at the County of Riverside's Larry D Smith Correctional Facility. The project was a non OSHPD facility and required tamper-resistant devices. The spaces were designed to comply with the 2013 California Fire Code.

### OUR SOLUTION

Our team advised on the impact of the proposed system's code requirements, constructability, and physical requirements. The fire alarm design comprised of fire alarm floor plans showing location and circuiting of fire alarm devices, battery and voltage drop calculations, riser diagrams and details. The fire sprinkler design determined the location for fire riser rooms, provided all necessary calculations for sizing and selecting fire sprinkler piping and devices, and locations for all fire sprinkler heads. The team provided construction specifications, estimated construction costs and bid and construction support services to close out a successful project.



## COUNTY OF LOS ANGELES

### Campus Kilpatrick Juvenile Detention Center

#### LOCATION

Malibu, CA

#### DATES

January 2015 - July 2018

#### REFERENCE

Fernando Canon  
County of Los Angeles  
Department of Public Works  
626.300.3244  
fcanon@dpw.lacounty.gov

#### INTRODUCTION

P2S is served as the mechanical, electrical, plumbing, technology (MEPT) and fire protection partner for a new design-build project at Campus Kilpatrick, a juvenile rehabilitation center in Malibu, California. As part of the \$35.7 million project, the former buildings associated with the camp were demolished to create a warmer, more family-oriented campus that would better aid the recovery of the young people as they go through the treatment process.

#### OUR SOLUTION

The 65,000 SF campus includes a support building with school, cafeteria, multi-purpose room and offices, as well as five cottages where residents live communally. The campus has many unique features, including food service elements, variable refrigerant systems and LED lighting. Because the campus itself was too small to require a central utility plant, P2S worked hard to find the right high efficiency packaged units for the job. The center is has achieved LEED Silver certification. Project received DBIA National Award - Merit, Federal/State/County/Municipal, 2018



## CAL STATE UNIVERSITY, FRESNO

North and South Gyms Fire Alarm and Fire Sprinkler Systems Peer Review

### LOCATION

Fresno, CA

### DATES

February 2020 - May 2021

### REFERENCE

Jake Bergen  
Associate Director of  
Construction  
Facilities Planning, CSU Fresno  
559.278.2777  
jakebergen@csufresno.edu

### INTRODUCTION

As part of renovations to its North and South Gyms, Fresno State contracted P2S to conduct a peer review of the design of the new fire alarm and sprinkler systems at both gyms.

### OUR SOLUTION

Our Fire Protection Studio provided peer review of the fire alarm and fire sprinkler systems submittal documents at SD, DD, 50% and 90% Construction Documents phase, including plans, specifications, basis of design and provide review comments.



## SANTA MONICA COLLEGE

### Student Services Building

#### LOCATION

Santa Monica, CA

#### DATES

August 2013 - June 2018

#### REFERENCE

Tim Felchlin  
Huitt-Zollars, Inc.  
805.418.1802  
tfelchlin@huitt-zollars.com

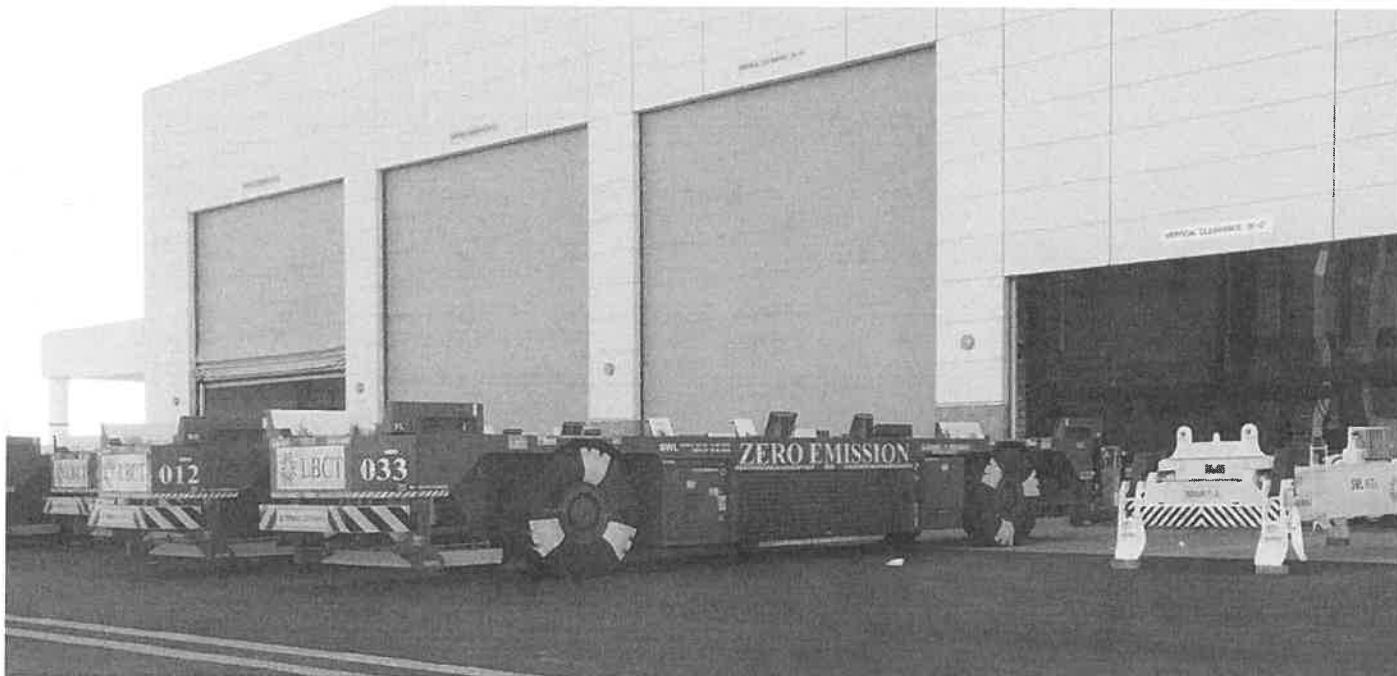
#### INTRODUCTION

P2S provided mechanical, plumbing and fire protection engineering design for the 86,000 GSF, 3-story, Student Success Center, which also includes three levels of underground parking. The building consists of the Student Services element and Executive Offices element, which includes a 300-seat auditorium, among other spaces.

#### OUR SOLUTION

Since the building also included an Atrium space requiring smoke control, our fire protection team designed a gaseous suppression system. In addition, raised flooring was used to accommodate flexibility for workstation layouts and conditioned air distribution. The P2S fire protection studio was active in this project, designing a gaseous suppression system for the building.

The new building was designed and constructed utilizing sustainable design principles and is on track to be certified LEED Platinum under the LEED NC v3 Rating System.



## PORT OF LONG BEACH

Pier E Terminal South Battery Exchange Building

### LOCATION

Long Beach, CA

### DATES

February 2018 - March 2020

### REFERENCE

Joel Aguilar  
Deputy Chief Harbor Engineer  
Engineering Design Division  
POLB  
562.283.7882  
joel.aguilar@polb.com

### INTRODUCTION

The Port of Long Beach's Pier E Terminal South Battery Exchange Building serves Long Beach Container Terminal's (LBCT) zero-emissions Automated Guided Vehicles (AGVs). The Long Beach Container Terminal is the first fully automated shipping container terminal in the United States and it uses battery-powered AGVs to move shipping containers through the facility. These AGVs in turn, need to exchange their depleted batteries for new ones to keep working. This is where the Battery Exchange Building comes in. The AGVs go into the facility to get new batteries to continue moving containers. The battery exchange building has stacks of battery packs, which are retrieved by cranes and placed into the AGVs.

### OUR SOLUTION

The project began with a shell and core that had already been built. Our team assisted Terex, a German company with experience with batteries and AGVs, who was the design lead. Terex needed to complete an industrial tenant improvement on an empty warehouse building, with the racks for the batteries and all the associated infrastructure. P2S provided Terex with local help to get plans through the City of Long Beach.

The P2S fire protection studio provided performance specifications for fire pump, pre-action ceiling and in-rack sprinkler system for entire the battery exchange building, securing LBCT's costly automated facility against fire threats.



## Contact

Quang Nguyen | Fire Protection Engineer  
O 562.497.2999  
quang.nguyen@p2sinc.com

[p2sinc.com](http://p2sinc.com)

## Our Locations

**Long Beach**  
5000 E. Spring Street, Suite 800  
Long Beach, CA 90815  
T: 562.497.2999 F: 562.497.2990

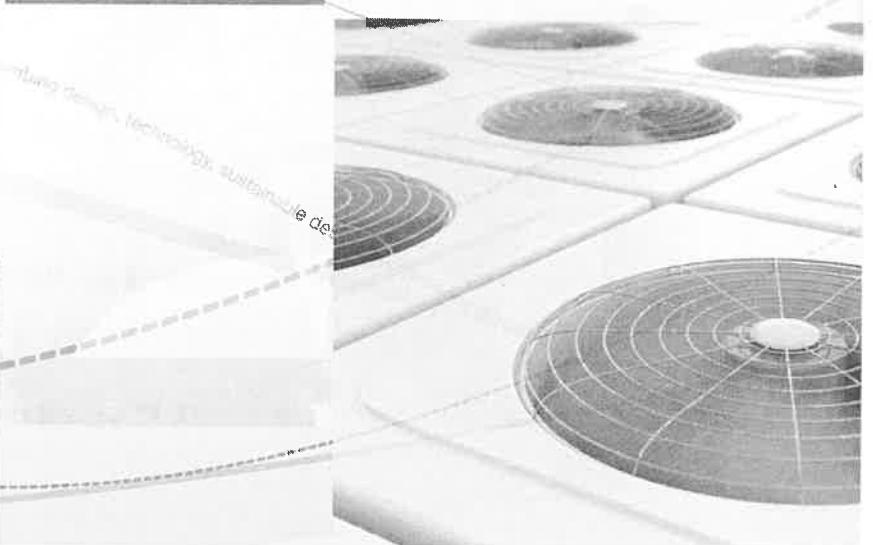
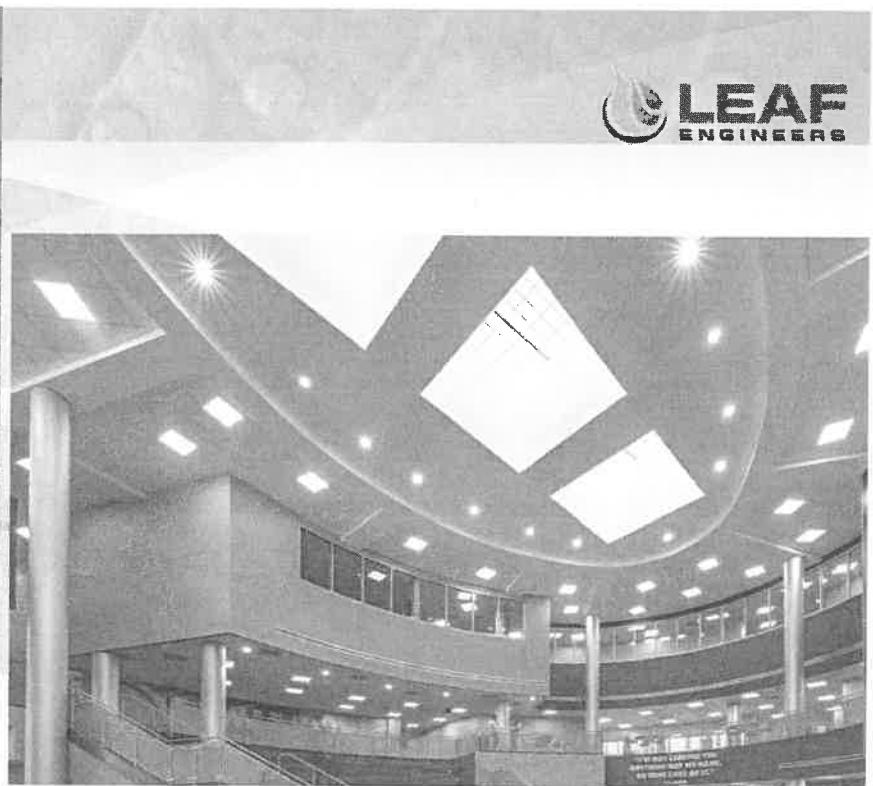
**Irvine**  
18575 Jamboree Rd, Suite 100  
Irvine, CA 92612  
T: 949.570.1701

**Los Angeles**  
5901 Century Blvd, Suite 750  
Los Angeles, CA 90045  
T: 310.338.0031 F: 310.641.3434

**San Diego**  
9665 Chesapeake Drive, Suite 230  
San Diego, CA 92123  
T: 619.618.2347 F: 619.330.0668

**San Jose**  
18 S. 2nd Street, Suite 115  
San Jose, CA 95113  
T: 669.268.1007

**Seattle**  
920 5th Avenue, Suite 2300  
Seattle, WA 98104  
T: 206.448.1911 F: 206.448.9485



# LEAF ENGINEERS REQUEST FOR PROPOSAL BID FOR DESIGN SERVICES OF FIRE PROTECTION ALARM SYSTEM NETWORK



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JUNE 23, 2022

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



**RE: DESIGN SERVICES OF FIRE PROTECTION ALARM SYSTEM  
NETWORK**

**Dear Mr. Roldan and Selection Committee:**

On behalf of the entire LEAF Engineers (LEAF) team, I would like to thank you for allowing us to submit our qualifications for Design Services of Fire Protection Alarm System Network for the City of Huntington Park. We feel the strength of our qualifications lies in our team's devotion and extensive knowledge of fire alarm system services, coupled with our firm's strong working relationship with municipalities in California. Our aim for any client entrusted to our firm is to render superior design services that effectively support your needs. LEAF has provided MEP/T engineering services since 2002.

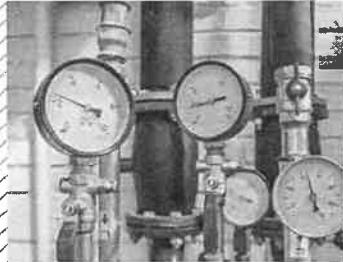
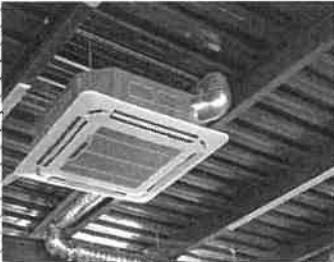
We provide integrated mechanical, electrical, plumbing, low voltage, fire protection, safety and security, and technology services to create high performance, cost-effective environments that promote safety and sustainability. LEAF's core business includes fire protection, mechanical, electrical, and plumbing, technology consulting engineering, and low voltage. The firm also offers LEED consulting services, energy modeling services, third-party energy code compliance services, energy audits, and the production of sustainable-designed buildings with low utility consumption and extensive automation for ease of operation. Their expertise spans many building types including educational, industrial, corporate, healthcare, sports, and institutional with licensed engineers in California and many other states across the nation. Their working facilities range from one million square feet to a few thousand feet, signifying our ability to complete any size project, small or large. LEAF is recognized by the AABC Commissioning Group as a well-qualified provider of commissioning services. The LEAF team members are committed to innovation and high-performance solutions is demonstrated by a long history of successful, long-term, and on-call projects.

Again, thank you for allowing us to submit our qualifications. We anticipate any opportunity to meet with you further to discuss how we can benefit the City of Huntington Park.

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

Respectfully,  
LEAF Engineers

Rex Wang  
Project Manager  
[rex.wang@leafengineers.com](mailto:rex.wang@leafengineers.com)  
909-987-0909



## CONSULTANT'S BACKGROUND



LEAF Engineers provides comprehensive mechanical, electrical and plumbing/fire protection engineering design services along with technology, AV and security consulting services to a diverse group of clients across many industries. From learning environments to highly technical, mission critical and commercial facilities, our engineers focus on optimized system performance, reliability, flexibility and ease of maintenance.

Our team is comprised of experienced Fire Alarm System Experts. The diverse talent of our teammates, combined with the firm's highly collaborative design process, enables LEAF Engineers to provide qualified engineers, and designers regardless of project scope or geographic location.

Regardless of size, location, or schedule, each project benefits from personable, comprehensive architectural design services. Our competence is demonstrated by our long history of repeat clients. LEAF has the resources and experience to ensure that all current projects, as well as City of Huntington Park's projects, are executed to the highest industry standards, within the proposed timeline.

The design guidelines serve as the overarching blueprint for system component requirements. Through a series of design development meetings, we will provide the City with all the applicable information necessary to make an informed, final decision on the replacement system that represents the best value to the City. The selected system is then taken to the construction document phase, followed by bidding, and construction.

Our integrated process goes beyond the traditional MEP approach by holistically integrating the architectural and building systems design to optimize building performance, occupant comfort and wellness, sustainability, and life cycle costs.

LEAF is recognized by the AABC Commissioning Group as a well-qualified provider of commissioning services.

**FIRM NAME**  
LEAF Engineers

**BUSINESS ADDRESS**  
8163 Rochester Avenue, Suite 100  
Rancho Cucamonga, California 91730

**TELEPHONE**  
909-987-0909

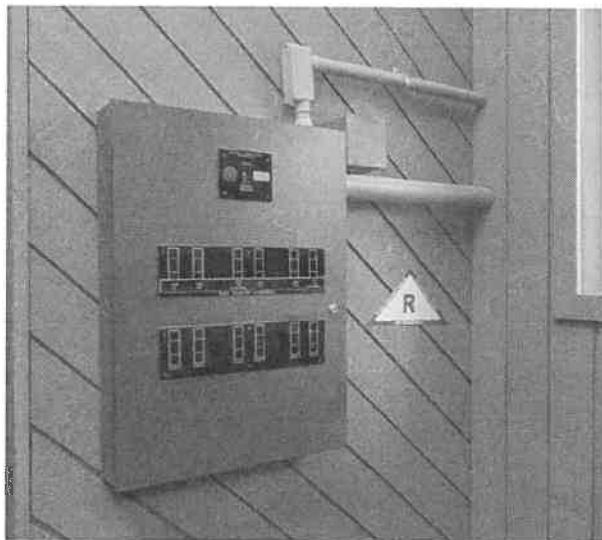
**CONTACT/EMAIL ADDRESS**  
Rex Wang  
Mechanical Engineer: #M36155  
rex.wang@leafengineers.com

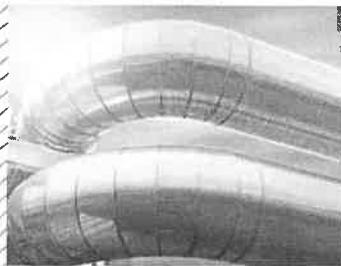
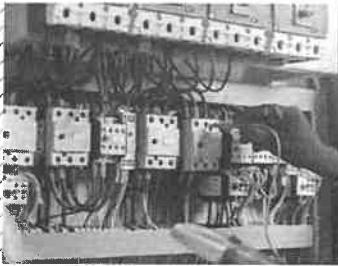
**TYPE OF ORGANIZATION**  
DBA

*LEAF Engineers' mission is to deliver platinum-level customer service while generating unique, world-class MEP design solutions that are energy efficient, sustainable, and highly responsive to the owner's operational needs.*

LEAF Engineers is a national engineering design firm that specializes in sustainability consulting. The cornerstones of any effort to optimize the built environment are detailed planning and report preparation which state the rationale for undertaking each conservation measure as well as the documented proof that the results were accurately measured and verified. LEAF has been the design team lead on many grid-connected net-metered photovoltaic projects including some with a Net Zero result. LEAF incorporates daylighting principles into its projects, both new and renovations alike, to reduce lighting power density and improve indoor environmental quality. Furthermore, the benchmarking of multiple options for HVAC systems, optimum building orientation, fenestration, insulation, glazing, roofing material selections, and lighting control systems are cataloged in a data base LEAF has developed to facilitate energy modeling performance simulations of buildings of all shapes and sizes. These various sustainable design applications are presented to the Owner, complete with life cycle cost data, and where appropriate return on investment, to allow for a fully informed and vetted decision on the most worthwhile initiatives that meet the projects' budgetary constraints. As a registered energy services provider with multiple electric utility companies, LEAF takes a leadership role in securing the maximum incentives for its clients through utility rebate and incentive programs. LEAF believes water conservation is one of the most urgent needs facing the world today. Our strict water budgeting process consistently saves millions of gallons annually and our projects are chalk full of rainwater reclamation applications, mechanical condensate reclamation, and gray water recycling options.

LEAF maintains a full-time staff of qualified MEP/T engineers in the Rancho Cucamonga, California office, which will serve as the HUB of the project for the entire duration with the City of Huntington Park. If necessary, additional resources are available from other LEAF offices including Berkeley, Clovis and Sacramento. LEAF's corporate structure has a project management department, client executive department, and construction administration team separate from the various design disciplines. This improves our understanding of client needs for on-campus meetings, building assessments, and construction phase services without sacrificing production on any projects currently in the design phase.





## QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL

### Rex Wang, Project Manager, Principal Engineer

Professional Engineer: #M36155

#### Office Location: Rancho Cucamonga, CA

Rex will oversee and lead City of Huntington Park's project through all phases of design, and actively lead the design process for each opportunity. He will provide guidance and direction to ensure engineering deliverables meet a high standard of system quality that exceed the City's expectations. Rex's goals are conducted through an encouraging and collaborative environment for the entire project team.

### Garen Lencioni, Principal Mechanical Engineer/Fire Protection Engineer

Professional Engineer: #M33380

#### Fire Protection Engineer: FPE 1901

#### Office Location: Fresno, CA

Garen will provide principal review, oversight, and support for the project as needed.

### Ronald Dela Cruz, Electrical Engineer

Professional Engineer: #E23576

#### Office Location: Rancho Cucamonga, CA

Ronald will oversee and contribute to electrical and low voltage drawings during the entire project duration and oversee all technological aspects of the City of Huntington Park's Fire Protection Alarm System.

### Pannee Chakma, Fire Alarm Designer

#### Office Location: Rancho Cucamonga, CA

Pannee will provide day to day design of the new fire alarm system.

### Relevant Experience

City of Fresno IRS Building Fire Life Safety Evaluation

City of Fresno Fire Alarm Activation and Suppression System

Nissan North America Distribution Warehouse-Sacramento Fire Evaluation

IRS Fresno Six-Story Fire Life Safety Evaluation and Certification

Fresno Airport Server Room - Fire Alarm Activation and Suppression System

Fresno Airport VH Medical Fresno

Fresno Airport Building 24 Fire Protection Engineering

Fresno Airport Mental Health Building Fire Protection Engineering

County of Madera County Health and Human Services Building

Bakersfield College Fire Sprinkler System Retrofit

Mt. San Jacinto College Menifee Campus Fire Sprinkler Redesign

Navel Air Station Lemoore Neutra Elementary School - 2 Building Addition Fire Alarm

Dinuba High School Modernization - Fire Alarm System Modification and Design

Addicott Elementary School Modernization - Fire Alarm System Modifications

Fresno Unified School District Ventura and 10th Modernization - Two Building Fire Alarm Design

Fresno High School CTE Building - Fire Protection Engineering

Fontana Unified School District COVID Campus Readiness Assessment

Fontana Unified School District Oak Park Fire Alarm Upgrade

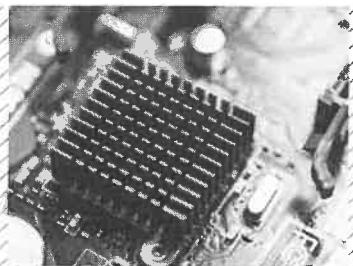
Fontana Unified School District Shadow Hills Elementary School Fire Alarm Upgrade

Orange Unified School District Fairhaven Elementary School Fire Alarm Upgrades

Orange Unified School District Cerro Villa FA Upgrade

Orange Unified School District Orange Pre-K Fire Alarm Upgrades

Orange Unified School District Handy Elementary School Fire Alarm Upgrade



# PROJECT APPROACH

## APPROACH

LEAF's Fire Protection Alarm System network services include Schematic Design, Preliminary Cost Estimate, 50% construction documents, 95% construction documents, final cost estimate, 100% construction documents, DSA submittal, DSA backcheck submittal, bid package, record drawings (as-builts).

We have successfully provided services by working closely with maintenance and facility staff members; meet with facilities staff to identify location of key components and existing issues; determine what does exist for existing plans and documents (staff and previous projects); collect and review any service records that are available from staff.

Our unique approaches include:

- Contact original installers for record drawing plans
- Contact current service companies for any plans or records
- Field work (boots on the ground)
- Identify existing system locations and document those locations
- Verify existing building layout and determine document discrepancies, if any, from the plans

## COMPLETION OF TASKS IN A TIMELY MANNER

All services provided by LEAF are subject to schedule and delivery planning, regardless of scope. The Principal has an obligation to ensure the Project Manager prepares an execution plan and shares it with the client and consultants. The plan defines a specific sequence of events, procedures, and resources relevant to the service. The Project Manager then evaluates the project workload, staffing, deliverables and required milestones for the project's duration. The Principal then coordinates with consultants and stakeholders to ensure key milestones remain on target. Additionally, the project manager has access to multiple brands of scheduling software to coordinate tasks. This approach is flexible enough that client-mandated programs can be used to ensure the task is coordinated with consultants.

## UNDERSTANDING OF THE TYPE OF WORK BEING REQUESTED

LEAF Engineers will meet with the City of Huntington Park personnel and review the project requirements, goals, expected deliverables. Review and coordination with City standards will be performed to ensure the design incorporates the latest City requirements. LEAF Engineers will perform field verification work as required and document existing conditions and determine the best solution for the design. Schematic Design, Design Development, and Construction Document plans shall be done and reviewed with the City at each phase. Engineering cost estimates shall be provided. Once approved by the City Building and Fire Departments the complete set of plans and specifications will be ready for bid. Bid support and evaluation along with construction supervision will be provided. LEAF Engineers will review shop drawings and verify accuracy at project closeout.

Phase	Start Date	End Date
Schematic Design/Design Development (60 Days)	July 15, 2022	September 15, 2022
Construction Documents (60 Days)	September 15, 2022	November 15, 2022
City Review/Back Check (90 Days)	November 15, 2022	February 15, 2023
Bidding/Negotiations (60 Days)	February 15, 2023	April 15, 2023
Construction (90 Days)	April 15, 2023	July 15, 2023
Closeout/ Record Plans (60 Days)	July 15, 2023	September 15, 2023
Warranty (365 Days)	September 15, 2023	September 2024

LEAF Engineers will discuss the time lines with the City of Huntington Park and adjust the proposed dates as required to meet the Cities needs.

## **CONSULTANT'S UNDERSTANDING OF THE PROJECT**

LEAF Engineers will provide the design of a full fire alarm system, agency plan approval, bid support and construction supervision for the new Fire Alarm system.

## **LEAF PROJECT APPROACH**

- **Collaborative** — We will never dictate what you should do. Instead we will be your partner in developing the future direction of the City's facilities.
- **Engaging** — We are effective facilitators and promise to focus on collecting and synthesizing information to structure work sessions and engage project team members in owning the results of the project.
- **Adaptable** — We try to expect the unexpected and adapt accordingly.
- **Rigorous** — We offer a full range of qualitative and quantitative analysis tools, industry experience with public agencies, and access to critical benchmark and best practice data.
- **Assistive** — We are here to serve as an extension of the City. This particularly valuable to small cities with limited staff. Whatever you need done, our answer is YES.

# PROPOSAL PERSONNEL



## REX WANG PE, LEED AP

### PROJECT MANAGER, PRINCIPAL ENGINEER



#### EDUCATION

Bachelor of Science  
Mechanical Engineering  
California State Polytechnic  
University, Pomona  
ASPE Plumbing System Design I,  
II, and III Courses  
University of California Los Angeles

#### REGISTRATIONS

Professional Engineer  
California #M36155  
Leadership in Energy and  
Environmental Design Accredited  
Professional

#### AFFILIATIONS

American Society of Heating,  
Refrigeration, and Air Conditioning  
Engineers  
United States Green Building  
Council

#### OFFICE LOCATION

Ontario  
Years of Experience: 13  
Years with Firm: 2

Rex is a Professional Mechanical Engineer with more than 13 years of experience in the code compliance, design, construction, start-up, controls and commissioning of HVAC systems. As a LEED Accredited Professional, Rex's background derives from various plan-spec, design-build, and integrated project delivery for new and tenant improvement projects at facilities including educational, healthcare, corporate + commercial, and hospitality. Some expertise includes special projects such as thermal expansion and seismic design. He carries a proven ability to work in a dynamic, fast-paced environment with the skills to build lasting cohesive relationships.

#### EXPERIENCE

**County of Riverside**  
Las Brisas Administration Building

**County of Madera**  
Public Health and Social Services

**Los Angeles Community College  
District**

Valley Community College  
New Multi-Purpose Community Services  
Center  
West Los Angeles College  
Pierce Community College  
New Maintenance and Operations  
Building West LA College  
New Health and Wellness Center

**Mt. San Jacinto Community College  
District**

Building 700 remodel MVC

**Fontana Unified School District**

COVID Campus Readiness Assessment  
Oak Park Fire Alarm Upgrade  
Shadow Hills Elementary School Fire  
Alarm Upgrade

**Huntington Beach Union High School  
District**

Edison High School Culinary Arts  
Edison High School Media Studio  
Edison High School Photo  
Laboratory  
Fountain Valley Culinary Arts  
Center  
Marina High School Culinary Arts  
Center

Ocean View High School Culinary

Arts  
Ocean View High School Photo

Laboratory  
Westminster High School Culinary  
Arts  
Edison High School Pool  
Replacement

**Long Beach Unified School District**

Sato Academy Project Frog  
Wilson High School HVAC  
Rogers Middle School Interim Housing  
Updates

**Ventura Unified School District**

Long Range Facilities Master Plan

**Palm Springs Unified School District**

Desert Hot Springs High School CTE  
District-Wide Sound System Study

**Saddleback Valley Unified School  
District**

Portola Hills Elementary School  
Lake Forest Elementary School  
Modernization

**Corona-Norco Unified School District**

Reagan Elementary School Portables  
Corona Fundamental Intermediate  
School New Gym

**Palm Springs Unified School District**

Desert Hot Springs High School CTE  
District-Wide Sound System Study

# GAREN LENCIONI PE

PRINCIPAL MECHANICAL ENGINEER / FIRE PROTECTION ENGINEER



## EDUCATION

Master of Science  
Fire Protection Engineering  
California Polytechnic State  
University San Luis Obispo  
Bachelor of Science  
Business Administration  
California State University, Fresno  
Management Development  
for Entrepreneurs Program -  
Certificate Program, UCLA

## REGISTRATIONS

Professional Engineer, California,  
#M33380  
Fire Protection Engineer, California,  
FPE 1901  
Mechanical Engineer, State of  
Nevada 20405  
Professional Engineer Mechanical,  
State of Washington 44486  
Professional Engineer, State of  
Oklahoma 23337  
Professional Engineer Mechanical  
& Fire Protection, State of Texas  
103331  
LEED® Accredited Professional  
Certified in Plumbing Design by  
American Society of Plumbing  
Engineers  
CPD Number 74242

## LENGTH OF EMPLOYMENT

WITH COMPANY  
18 Years (Formerly LP Engineers)

Garen has 20 years of experience in mechanical engineering and fire protection engineering. He has been responsible for the design of hundreds of projects in a variety of applications and has expertise in HVAC, plumbing, fire sprinklers, energy analysis, LEED, and commissioning. Garen's understanding of building systems and knowledge of system types allows him to have detailed understanding of how the system and building will operate. Garen will oversee all details of the firm's projects from start to finish.

## EXPERIENCE

### **City of Fresno**

IRS Building Fire Life Safety Evaluation  
Fire Alarm Activation and Suppression  
System  
Fresno Airport Server Room  
City Hall Server Room  
City Yard Building B HVAC Project  
City Yard Building F Make-Up Air Unit  
Replacement Project  
City Yard Building A Chiller  
Replacement  
City Yard Building B Chiller  
Replacement  
PARCS Office TI  
T-4 Water Tank Building  
Police Regional Public Training Facility  
Regional Wastewater Reclamation  
Facility Lab  
Regional Wastewater Reclamation  
Administration and Facility Shop  
Buildings  
Holmes Playground Multi-Use Building  
Modernization  
Police Department Annex Boiler  
Replacement  
City Hall Server Room - Clean Agent  
Fire Suppression System

### **Nissan North America Distribution**

Warehouse-Sacramento Fire Evaluation

### **IRS Fresno**

Six-Story Fire Life Safety Evaluation and  
Certification

### **Fresno Airport**

Server Room - Fire Alarm Activation and  
Suppression System  
VH Medical Fresno  
Building 24 Fire Protection Engineering  
Mental Health Building Fire Protection  
Engineering

### **County of Riverside**

Las Brisas Administration Building  
Conversion

### **County of Madera**

Madera County Health and Human  
Services Building  
Madera Youth Center Gym, Recreation,  
and Swim Complex  
Fitness Center Indoor Pool, Plumbing,  
and Locker Room Facilities  
Oakhurst Fire Station  
Oakhurst Sheriff Station

### **Bakersfield College**

Fire Sprinkler System Retrofit

### **Mt. San Jacinto Community College District**

Menifee Campus Fire Sprinkler Redesign

### **Fresno Pacific College**

Co-Generation Central Plant

### **Dinuba Unified School District**

Dinuba High School Modernization -  
Fire Alarm System Modification and  
Design

Addicott Elementary School

Modernization - Fire Alarm System  
Modifications

### **Fresno Unified School District**

Ventura and 10th Modernization - Two  
Building Fire Alarm Design  
Fresno High School CTE Building - Fire  
Protection Engineering

### **Central Union School District**

Neutra Elementary School - 2 Building  
Addition Fire Alarm

# RONALD DELA CRUZ PE

## ELECTRICAL ENGINEER



Ronald has an extensive background in the design and management of electrical engineering systems for numerous projects. Ronald's expertise covers all aspects of design including engineering systems for high-rise office buildings, medical facilities, convention centers, casinos and educational facilities.

### EDUCATION

Mapua Institute of Technology  
Bachelor of Engineering

### REGISTRATIONS

Professional Engineer  
California #E23576

### EXPERIENCE

**City of Mont Belvieu**  
New Library

**San Bernardino Community College District**  
Planetarium HVAC Replacement  
Evaluation

**Imperial Valley Community College District**  
College Center Expansion Project

**Huntington Beach Union High School District**  
Edison High School Pool Replacement  
Marina High School Pool Replacement

**Pomona Unified School District**  
Pantera Elementary School Portable  
Additions

**West Covina Unified School District**  
West Covina High School Culinary  
Arts Classroom

**Long Beach Unified School District**  
Lowell Elementary School Bungalow  
Demo and Portables  
Rogers Middle School Permanent  
Portable Reclass/Demo Building

**Corona-Norco Unified School District**  
Corona Fundamental Intermediate  
School New Gym

**El Segundo Unified School District**  
Richmond Street Elementary School

**Palm Springs Unified School District**  
Della S. Lindley Elementary School  
Modernization

**Dinuba Unified School District**  
Dinuba High School Modernization

**Modesto City Schools**  
Johansen High School Weight Room  
El Vista Elementary School Phase 1  
Modernization

**Mendota Unified School District**  
Mendota High School HVAC

**Thermalito Union Elementary School District**  
Poplar Avenue Elementary School

**Poway Unified School District**  
Poway High School Greenhouse  
Addition

**Santa Rosa City Schools**  
Lawrence Cook MS Roof & HVAC  
Replacement  
Piner HS Phase II Roof & HVAC  
Replacement  
Steele Lane ES Roof & HVAC  
Replacement

# PANNEE CHAKMA

FIRE ALARM DESIGNER



Pannee has several years of experience designing fire alarm systems and is currently working towards a Masters Degree in Fire Protection Engineering. Previously she worked in architectural design which gave her a deep understanding of the building code and construction.

## EDUCATION

Masters of Fire Protection  
Engineering  
California State Polytechnic  
University, San Luis Obispo (In  
Progress)

## EXPERIENCE

**Orange Unified School District**  
Fairhaven Elementary School Fire Alarm  
Upgrades  
Cerro Villa FA Upgrade  
Orange Pre-K Fire Alarm Upgrades  
Handy Elementary School Fire Alarm  
Upgrade

**West Covina Unified School District**

West Covina High School Culinary Arts  
Classroom

**Palm Springs Unified School District**

Della S. Lindley Elementary School  
Modernization

**Dublin Unified School District**

Emerald High School Phase 1 MEP

**Pomona Unified School District**

Pantera Elementary School Portable  
Additions  
Diamond Ranch High School Portables  
Certification

**Imperial Valley Community College  
District**

College Center Expansion Project

**Corona Norco Unified School District**

Corona Fundamental Intermediate

School New Gym

**Long Beach Unified School District**

Lowell Elementary School Bungalow  
Demo and Added Portables

**Pomona Unified School District**

Pantera Elementary School Portable  
Additions

Diamond Ranch High School Portables  
Certification

**Fontana Unified School District**

Shadow Hills Elementary School Fire  
Alarm Upgrade

Oak Park Fire Alarm Upgrade

**El Segundo Unified School District**

Richmond Street Elementary School Two  
Story Classroom Addition

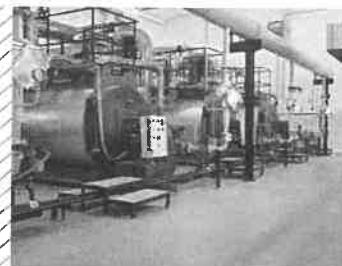
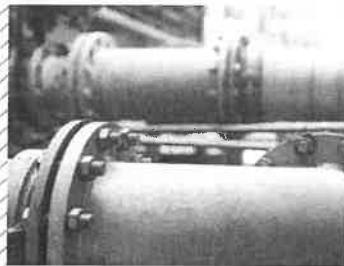
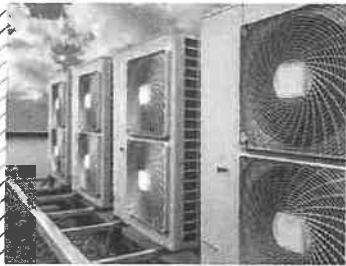
El Segundo Middle School Music/Band  
Room Remodel



## REFERENCES



Contact Information	Schedule	Project Cost	Description
<b>City of Fresno Airports Division</b>			
Fresno Airport Administration Building HVAC Modernization Project Richard L. Madrigal P:559-621-4500	S: 2016 F: 2017	\$525,000	The scope included a complete evaluation of the existing HVAC system was performed. After recommendations were reviewed with the owner design was performed on the selected HVAC renovations. Scope of work included electrical and fire alarm upgrades and structural calculations for the HVAC upgrades. As the prime contact holder We provided all coordination of sub consultants and handled the City Building department submittal and review. Additionally, bidding and construction services were provided through completion of the project.
<b>Santa Rosa City Schools</b>			
Maria Carrillo High School Mechanical Replacement Project Mike Braff Director of Facilities P: 707-528-5301 E: mbraff@srcs.k12.ca.us	S: 6/2017 F: 5/2019	\$1,950,000	The scope included complete MEP and fire alarm consulting engineering services for HVAC equipment replacement of eighty-three (83) rooftop units replaced in several campus buildings consisting of a combination of constant volume and variable volume packaged dx rooftop units with gas heat, and fire alarm interconnection for emergency shutdown for fans greater than 2,000 cfm. Also, separate building area system served by central station variable air volumes units were replaced with new units. Structural reinforcement provided as necessary at all curb openings.
<b>Clovis Unified School District</b>			
Center for Advanced Research and Technology Denver Stairs 1450 Herndon Avenue Clovis, CA 93611 P: 559-327-9265	S: 5/2019 F: 8/2019	\$1,223,000	LEAF provided evaluation of existing HVAC system and fire alarm consulting engineering for the 66,000 SF single building campus to correct outside air delivery system, cooling issues and system control issues for the facility jointly owned by Clovis and Fresno Unified School Districts. Working and coordinating between both districts and the campus director allowed us to determine several proposed solutions and then work with the budget to get a scope of work within the budget that provides the best solution.
<b>Windsor Unified School District</b>			
Proposition 39 Energy Conservation Project Lois Standing Billing and Purchasing P: 707.837.7708 E: lstanding@wusd.org	S: 2/2016 F: 3/2019	\$1,240,000	The scope included a complete MEP and fire alarm engineering services for HVAC equipment. HVAC systems consisted of packaged DX rooftop units with gas heat and fire alarm interconnection for emergency shutdown. Also, separate building area systems were served by the replacement of ground source heat pumps under Proposition 39 Funds.



## FEE SCHEDULE/COST PROPOSAL



Please see LEAF Engineers Fee Schedule/Cost proposal in the separate sealed envelope named "Design Services of Fire Protection Alarm System Network" per the City of Huntington Park's request.



LEAF ENGINEERS ■ 8163 ROCHESTER AVENUE ■ SUITE 100 ■ RANCHO CUCAMONGA, CA 91730 ■ P. +1 909 987 0909

[LEAFENGINEERS.com](http://LEAFENGINEERS.com)



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# City Of Huntington Park Request for Proposal Bid for Design Services of Fire Protection Alarm System Network

**Telgian Engineering & Consulting**

*We save lives and property in partnership with our customers*





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## Cover Letter

6/23/2022

Attn: Cesar Roldan  
Director of Public Works  
City of Huntington Park - City Clerk's Office  
6550 Miles Avenue  
Huntington Park, CA 90255  
E: [croldan@hpcac.gov](mailto:croldan@hpcac.gov)

**RE: City of Huntington Park - Design Services of Fire Protection Alarm System Network**

Mr. Roldan,

Thank you for this opportunity to provide a fee proposal to provide fire prevention and safety services for The City of Huntington Park. This proposal will address the services, as described in the RFQ, which Telgian Engineering & Consulting, LLC intends to provide.

Telgian Engineering & Consulting (TEC), a strategic business unit of Telgian Holdings, Inc., is a full-service global engineering and risk mitigation consultancy specializing in complex, multi-discipline public and private sector projects. We provide professional services related to the protection of people, property, information and organizational mission against preventable losses. TEC specializes in providing comprehensive fire, security, life safety consulting and design/engineering and risk services, as well as testing and inspection of these systems.

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

Upon review and acceptance of this proposal, please sign the signature line at the end of this proposal. We are looking forward to assisting you in making this a successful project.

Sincerely,



Dan Vandergriff CFPS, CFI III, CFPE  
Executive Vice President, Operations  
Telgian Engineering & Consulting, LLC.  
15642 Sand Canyon Ave • Suite 50188  
Irvine, CA 92619

LOCATIONS WORLDWIDE

# Background

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## Firm History

Telgian's roots were established over three decades ago when the company first began as Tomes and Associates, founded by fire protection pioneer Bill Tomes. The early success of the company was a result, not only of Tomes' vast experience, but also his lifelong passion for the fire protection industry. Later the company would be renamed TVA Fire and Life Safety. The company quickly attracted industry-leading experts in the fire protection, safety and security space, resulting in rapid growth and expansion. A wide-ranging roster of services also grew to include fire and life safety consulting for business and government agencies, fire and building code interpretation, risk analysis and hazard evaluation, fire and building plan review, fire sprinkler system design, and industry training.

In 2007, principals formed the Telgian brand to more accurately reflect the diversity of the company's many and varied fire, life safety, and security services. Telgian is derived from Old English and means "to branch out and grow" and, although the name changed, Telgian's mission—to save lives and property in partnership with its customers—never wavered.

Today, Telgian operates two companies:

- **Telgian Fire Safety (TFS)**, fire and life safety systems testing and inspections
- **Telgian Engineering & Consulting (TEC)**, innovative engineering, design and risk mitigation solutions, anti-terrorism solutions and active shooter training



# Qualifications & Experience of Consultant's Personnel

## Relevant Work Experience

Telgian's understanding of fire protection codes begins at the committee roundtable. We are active in global code development organizations like NFPA, SFPE and ICC giving our clients the ultimate advantage in code compliance – a voice. This knowledge and understanding makes us second to none in the interpretation of any fire protection and life safety code that your project could encounter. We also utilize our industry connections and relationships with the authorities having jurisdiction to present more options to make sure your projects open on time and in compliance.

Telgian provides our clients with the most advanced fire protection and risk management solutions. We offer a complete suite of services, including project development, on-site inspections, jurisdictional mitigation, recommendation management. These services to help you reduce loss exposure and allocate funds wisely. Telgian's solution is to provide specific expertise for the need – rather than provide an army of generalists. This solution is changing the traditional model of fire protection service providers, to one of partnership and solutions.

## Relevant Work History

### *Sean Miller, CFPS - Project Manager*

Mr. Miller has been a fire protection and life safety consultant for more than ten years. Throughout his career he has been responsible for fire and life safety and fire alarm/sprinkler consultations and reviews; timed egress analysis; and smoke control system design/submittal reviews. Mr. Miller has experience working with Authorities Having Jurisdiction (AHJ), project management, and acceptance/commissioning testing.

### *Ray Dotts - Senior Consultant*

Mr. Dotts has over 40 years of experience with fire alarm and security systems. He started his career as an installer and has continually developed his career to his current level as a project manager, where he oversees all parts of system design and installation. Mr. Dotts has experience with fire alarm design, installation, inspection testing and maintenance, and Authorities Having Jurisdiction (AHJ). Mr. Dotts advocates for a collaborative approach by understanding and incorporating the needs of all team members of the project team.

### *Michael Willis - Fire Protection Consultant*

Mr. Willis has 16 years of experience in fire protection and consulting. He has served as a leader in multiple fire protection roles including technician, inspector, consultant, installer, and designer. His experience includes providing code consulting and analysis and recommendations for both passive and active fire safety systems that feature special emphasis on life safety, suppression, special hazards, and signaling.

### *James Dunbar - Fire Alarm Designer*

Mr. Dunbar has more than 15 years of experience in fire alarm design, device layout, drawings creation, and product support. He has a diverse background in managing construction cable TV systems and traffic signal systems, which affords Mr. Dunbar a solid foundation for project management and fire alarm designs. He is responsible for developing full system layouts, battery calculations, voltage drop calculations, decibel loss calculations, panel interconnection details, and submittal books. Mr. Dunbar reviews, interprets, and recommends system equipment based on customer needs, Authority Having Jurisdiction comments, and code requirements. He also supports bid preparation, proposal documentation, and system programming.

### *Alex Gonzales PE, CFPS - Senior Consultant*

Alexander Gonzales consults and assists many clients for the purposes of safeguarding life and property against fire and other related hazards. He evaluates laws, ordinances, and regulations in order to analyze matters affecting fire prevention and life safety. Alex's specialties include life safety and operational systems, planning and analysis, water flow testing and analysis, and firestop systems.

## Locations of Key Personnel

Name	Location
Sean Miller, CFPS	Los Angeles, CA
Ray Dotts	Detroit, MI
Michael Willis	Los Angeles, CA
Jim Dunbar	Atlanta, GA
Alex Gonzales PE, CFPS	Phoenix, AZ

## Training

To the direct benefit of our clients, our industry-leading professionals play an integral role in the development of international codes and standards. TEC has representation on American National Standards Institute (ANSI) and International Organization for Standardization (ISO) code development committees, including the National Fire Protection Association (NFPA), American Society for Industrial Security (ASIS) and the U.S. Technical Advisory Group to the ISO Societal Security Standard (ISO/TC223), among others.

In addition to significant in-house capability, Telgian Engineering and Consulting maintains an unparalleled network of select subject matter experts.

### *Industry Influence*

#### Professional Organizations

- American Fire Sprinkler Association (AFS)
- American Institute of Architects (AIA)
- American Society for Healthcare Engineers (ASHE)
- American Society for Industrial Security (ASIS)
- American Society of Civil Engineers (ASCE)
- Asociación Mexicana de Rociadores Automáticos Contra Incendios (AMRACI)
- Association of Energy Engineers (AEE)
- Automatic Fire Alarm Association (AFAA)
- Council on Tall Buildings and Urban Habitat (CTBUH)
- Hong Kong Institute of Architects (HKIA)
- Institute of Electrical and Electronics Engineers (IEEE)
- International Association for Healthcare Security and Safety (IAHSS)
- National Fire Protection Association (NFPA)
- National Fire Sprinkler Association (NFSA)
- National Institute for the Certification in Engineering Technology (NICET)
- National Society of Professional Engineers (NSPE)
- Royal Institute of British Architects (RIBA)
- Society of American Military Engineers (SAME)
- Society of Fire Protection Engineers (SFPE)
- Underwriters Laboratory (UL) Security Council

### *Committees*

- NFPA 3
- NFPA 4
- NFPA 13
- NFPA 15
- NFPA 16
- NFPA 22
- NFPA 25
- NFPA 30, 30B
- NFPA 70
- NFPA 72
- NFPA 92, 92A, 92B
- NFPA 99
- NFPA 101
- NFPA 204
- NFPA 232
- NFPA 600
- NFPA 601
- NFPA 909
- NFPA 914
- NFPA 1037
- NFPA 1221
- NFPA 3000
- NFPA 5000

## Relevant Projects of Similar Magnitude & Nature

### *Georgia State University Life & Fire Sprinkler Alarm Design & Assessment (Multiple Campuses)*

**Location:** Alpharetta, GA; Atlanta, GA; Clarkston, GA; Decatur, GA; Dunwoody, GA; Lakeside, GA; Newton, GA

**Dates:** 2016-Present; Currently in Phase VI

#### **Description**

Telgian Engineering & Consulting, LLC (TEC) was contracted by GSU to provide a fire alarm assessment throughout Georgia State University's Perimeter College campuses which consists of 6 campuses totaling 34 buildings and 1,356,096SF. The assessment was to provide GSU with a full study of their existing fire alarm infrastructure involving networking, existing fire alarm conditions, code analysis and recommendations for repairs and/or replacement to achieve a fully networked system. Telgian provided GSU with a full fire alarm assessment report, bid-level fire alarm drawings for all buildings needing a fire alarm replacement, created campus fire alarm specification and provided GSU with construction administration services including client/contractor support, plan reviews and final acceptance testing/punchwalks post-completion of the systems.



### *Confidential Large Commercial Retailer*

**Location:** Newport, CA

**Dates:** 2020

#### **Description**

Telgian Engineering & Consulting, LLC (TEC) provided shop/submittal drawing level fire alarm system documents for use in alarm permit submittals, coordination, material acquisition, and installation. Shop/submittal drawing level documents were also used for building permit submittal and construction bid packages. Scope included creation of fire alarm drawing from base plans from client supplied drawings, creation of fire alarm specifications, locating notification and initiation alarm devices, issuance of 90%, 100%, and Bid Set plans.

### *Texas A&M Corpus Christi*

**Location:** Corpus Christi, TX

**Dates:** 2019

#### **Description**

Telgian Engineering & Consulting, LLC (TEC) acted as a third-party commissioning agent responsible for testing the systems in accordance with IBC, IFC, NFPA 20, NFPA 13, NFPA 72, NFPA 101 and TAMU's requirements. TEC acted as the owner's fire protection manager in the final inspections and tests. This included witnessing hydrostatic tests, fire pump testing, fire alarm testing, illumination levels of emergency lights and emergency generator operation. Construction and commissioning of a new, three-story, 700,000SF building plus mechanical penthouse life sciences and engineering building. The building is comprised of primarily laboratory spaces with supporting office space and mechanical/electrical rooms.



# Project Approach

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## Our Understanding of the Project

Through our observations and discussions at the pre-bid walk though, as well as the responses we received to our submitted questions, we feel we have a good understanding of your needs and expectations for this project. Though this is a single project per the contract and RFP, it is actually many different projects that will each be unique in their own way and thus our design approach will need to take this into consideration. We understand through our past experience that the fire alarm design for a police station and holding cells are very different than that of a community center; not only as it relates to the obvious risk category with hardened components, but also the way in which the system notifies the occupants and the direction that is provided.

Each of these individual “projects” will require this level of awareness and potential customization with regards to the specific building being protected. Involvement and discussions with the stakeholders for each building will be paramount to ensure the individual needs for each building are met. Consideration will be given to several different options, not just a one size fits all approach, allowing for decisions to be made by the Client during the design phase that may have significant cost impacts during the bidding and installation phase. We understand how to work with our Clients on projects of this nature and how to help guide everyone through the process so that not only is the design project done on time and on budget, but that even more importantly, the installation and handover of the overall project is achieved in the same fashion.

## Project Approach

As mentioned above, our approach will vary as it relates to each of the buildings included, but for the most part we expect to follow the outline below:

### **1. Project Kickoff Meeting (8 Hours)**

We will host a virtual overall project kickoff meeting with the stakeholders the Client deems applicable via Microsoft Teams or similar platform to discuss the following:

- a. Expected project milestones and expected schedule
- b. Equipment, personnel and associated access needed for the surveys
- c. Any additional project requirements not covered by the RFP or this proposal

### **2. Site Surveys (92 Hours)**

We (2 Telgian Associates) will survey and document the relative existing conditions for use in the evaluation and design of the proposed fire detection systems.

- a. We will survey buildings to observe and record the existing conditions to document the as-built conditions to be used in the design portion of the project.
- b. For the purposes of this proposal and fee, we have assumed that all surveys can be completed in 5 continuous days of site visits. We will require assistance of the Client to ensure access can be granted to confirm this timeline.

### **3. Fire Alarm Demolition Plans and Creation of As-Builts (56 hours)**

- a. We will develop demolition plans for those buildings that already have systems installed. These plans will indicate which items are to be removed and will be used during the bid stage to ensure the contractor develops an accurate and precise fee.
- b. Existing PDF as-builts provided by the Client will be scanned and developed into AutoCAD files.
- c. There may be opportunities to reuse certain equipment or wiring from the existing systems, we will review this during the demolition plan process to ensure we are providing the Client with as much cost savings potential as possible.

#### **4. Fire Alarm and Mass Notification System Design (372 hours)**

For each building we will prepare Fire Alarm and Mass Notification drawings, performance specifications, and material data sheets, in accordance with applicable codes and standards. These documents will be sent electronically (pdf) to the Client for review and comment. This submittal will consist of the following:

- a. Permit Level Fire Alarm and Mass Notification System design drawings. These drawings will be completed in AutoCAD, presented in PDF format and will include the following as applicable:
  - i. Project Information
  - ii. Scope of Work
  - iii. Design Criteria
    1. FACP Location
    2. Fire alarm system zoning
    3. Locations of primary power source
    4. Location of all devices (notification appliances, initiating devices, and control equipment)
    5. System riser location
    6. Zoning
    7. Battery calculations
    8. Voltage drop calculations
  - iv. Phasing Notes (if applicable; this is not a construction phasing plan)
- b. Performance specifications consisting of instructions to bidders and a technical section.
- c. Manufacturer data sheets for notification appliances, initiating devices, control equipment and other system components.
- d. Following Client review and comments, we will host a virtual meeting to discuss any comments or questions the Client may have. While we expect to capture the majority of the potential operational issues early on, this will ensure that we have agreement from all stakeholders before permitting commences.

#### **5. Submittal to Authority Having Jurisdiction and Permitting Approval (86 hours)**

- a. Following the incorporation of comments from the Client, the drawings and other design documents will be stamped by a California Professional Engineer and the C-16 Contractor License.
- b. We will submit the above-mentioned documents to Los Angeles County Fire Department for their review and approval, as well as issuance of the fire alarm permit.
- c. Once the permit from the County is obtained, we will submit the approved plans to the City of Huntington Park (Building Department) for their review and issuance of a Building Permit, per their requirements.
- d. For the purposes of this proposal and fee we have included one resubmittal for each jurisdiction after receiving their comments as well as associated fees (if any).

**Note:** the selected installing contractor will be required to accept transfer of the fire alarm installation permit as required by the local Authority Having Jurisdiction. Telgian will transfer installation liability to the selected contractor once permitting has been approved.

#### **6. Exclusions**

Telgian specializes in fire protection engineering design and consulting services and thus, are not remediation experts regarding asbestos abatement. Given the unknown quantity of tests that will be needed, we are unable to obtain an accurate quote from a contractor. Therefore, we are unable to fulfill the request of question 7 in addendum 1.

### **Estimated Schedule**

Task	Estimated Completion Date From Notice to Proceed
Kick-Off Meeting	1 Week
Site Survey	4 Weeks
Fire Alarm Demolition Plans   Creation of As-Builts	8 Weeks
Fire Alarm   Mass Notification System Design	20 Weeks
Submittal to AHJ   Permitting Approval	24 Weeks (Dependent upon unknown local authority review time)



## **Proposed Personnel**

---



## Experience

11 years of experience

2 years with Telgian

## Licenses and Certifications

Certified Fire Protection Specialist (CFPS)

## Education

MS, Fire Protection Engineering, Worcester Polytechnic Institute

BS, Fire Science, Lake Superior State University

## Professional Affiliations

National Fire Protection Association

Society of Fire Protection Engineers

Society of Fire Protection Engineers, Southern California Chapter

## Sean Miller, CFPS

### Project Manager

#### Career Summary

Sean Miller has been a fire protection and life safety consultant for more than ten years. Throughout his career he has been responsible for fire and life safety and hazardous materials consultations and reviews; timed egress analysis; and smoke control system design/submittal reviews. Mr. Miller has experience working with Authorities Having Jurisdiction (AHJ) and the management of a project portfolio valued over one million dollars.

Mr. Miller specializes in multiple sectors including domestic and international fire protection and life safety code consulting; fire protection system work including bid documents, specifications, submittal review, layout/system design, and hydraulic system calculations; healthcare Statement of Conditions (SOC) and Fire Safety Evaluation Surveys (FSES); fire protection and life safety systems commissioning; property conditions assessments (PCA); and government specific design build project work.

Mr. Miller's experience with computational/modeling software includes CONTAM, Pathfinder, Fire Dynamics Simulator (FDS), and AutoCAD. He has worked with a variety of clients in both the United States and abroad. Mr. Miller brings research, leadership, and strategic positioning experience to his role as a Regional Practice Leader.

#### Sectors Served

- Assembly
- Commercial
- Education
- Government
- Healthcare
- Hospitality
- Industrial
- Residential
- Retail
- Storage
- Technology
- Transportation



## Experience

44 years of experience

20 years with Telgian

## Licenses and Certifications

National Institute for Certification in Engineering Technologies (NICET) – Level IV Fire Alarm

PSP-Physical Security Professional, Board Certified, ASIS International

State of Texas – Fire Alarm Planning Superintendent

State of Ohio – Fire Alarm and Detection Equipment License

State of Ohio – Fire Alarm Systems Designer License

State of Michigan – Fire Alarm Specialty Technician License

State of Michigan – Fire Alarm Contractor's License

## Professional Affiliations

Washtenaw County Home Builders Association – Associate of the Year, 1998

American Society of Industrial Security – ASIS

National Electrical Contractors Association – NECA

Washtenaw County Contractors Association - WCA

## Ray Dotts

Senior Consultant

### Career Summary

Ray Dotts has over 40 years of experience with fire alarm and security systems. He started his career as an installer and has continually developed his career to his current level as a project manager, where he oversees all parts of system design and installation. Mr. Dotts has experience with fire alarm design, installation, inspection testing and maintenance, and Authorities Having Jurisdiction (AHJ). Mr. Dotts advocates for a collaborative approach by understanding and incorporating the needs of all team members of the project team.

As a project manager at Telgian he oversees manages teams that perform the following services on Emergency Responder Radio Coverage Systems:

- Commissioning
- Design
- Installation
- Sales
- Service

### Sectors Served

- Commercial
- Education
- Healthcare
- Hospitality



Engineering & Consulting



### Experience

16 years of experience

8 years with Telgian

### Licenses and Certifications

NICET Level II – Fire Alarm Systems

NICET Level II – Inspection and Testing Water Based Fire Protection Systems

City of Denver, CO (Issued by City of Denver Fire Marshal Office)

– Fire Alarms, Fire Pumps, Fire Sprinklers and Standpipes

Ohio (Issued by State Fire Marshal Office) – Fire Alarms, Fire Pumps, Fire Sprinklers and Standpipes

Alaska, Montana, Nevada, & Washington (Issued by State Fire Marshal Offices) – Fire Alarms, Fire Sprinklers and Standpipes

### Education

BS, Fire Protection & Safety Engineering Technology, Eastern Kentucky University

### Professional Affiliations

National Fire Protection Association

Society of Fire Protection Engineers

## Michael Willis

### Fire Protection Consultant

#### Career Summary

Michael Willis has 16 years of experience in fire protection and consulting. He has served as a leader in multiple fire protection roles including technician, inspector, consultant, installer, and designer. His experience includes providing code consulting and analysis and recommendations for both passive and active fire safety systems that feature special emphasis on life safety, suppression, special hazards, and signaling.

Additionally, Mr. Willis has conducted fire alarm and sprinkler systems plan reviews; egress surveys and calculations; commissioning and acceptance testing; and prescriptive and performance-based design installation and approvals. He has provided due diligence reporting; code interpretation, research, and implementation; and project management for large and small projects. Mike is skilled at communicating with local Authorities Having Jurisdiction and working with engineers, architects, and other planning professionals.

Mr. Willis has extensive knowledge of NFPA 13, 13R, 13D, 14, 20, 25, 72, and 101 among others; the Fire Protection Handbook; and OSHA requirements and practices for workplace safety. Additionally, Mr. Willis is a member of SFPE International and the Southern California Chapter and is pursuing a PE license in fire protection engineering.

#### Sectors Served

- Assembly
- Commercial
- Education
- Government
- Healthcare
- Hospitality
- Industrial
- Residential
- Retail
- Technology
- Transportation

**Experience**

15 years of experience

15 years with Telgian

**Licenses and Certifications**

PE | FPE - AZ, CA, CO, ID, MT, NM, NC, NV, OR, SC, TX, UT, WA, WY

Certified Fire Protection Specialist

**Education**

BS, Mechanical Engineering,  
Arizona State University

**Professional Affiliations**

National Fire Protection  
Association

Society of Fire Protection  
Engineers

**Alex Gonzales PE, CFPS**  
Senior Consultant**Career Summary**

Alexander Gonzales consults and assists many clients for the purposes of safeguarding life and property against fire and other related hazards. He evaluates laws, ordinances, and regulations in order to analyze matters affecting fire prevention and life safety.

Alex's specialties include life safety and operational systems, planning and analysis, water flow testing and analysis, and firestop systems. In his role as assistant regional practice leader, Alex is knowledgeable with fire and building codes (such as IBC and IFC and amended local adoption of each), as well as NFPA 1 and NFPA 101 Life Safety. Additionally, he applies NFPA Standards—13, 14, 20, 24, 25, 30, 30B, 72, 291—on a regular basis to the projects on which he works. Both UL and FM standards are benchmarks that he utilizes as well. Alex is a registered professional engineer (PE) in 14 states.

Alex provides consulting services for fire protection and life safety in all occupancy types. He specializes in finding solutions for occupancies and uses that do not conform neatly with prescriptive code. He also specializes in high-piled storage occupancy protection and analysis. Alex's record of excellence is recognized throughout the United States.

**Sectors Served**

- Commercial
- Industrial
- Retail
- Storage



## Experience

16 years of experience

3 years with Telgian

## Licenses and Certifications

NICET Level III - Fire Protection Engineering Technology, Fire Alarm Systems

## Education

AS, Information System Technology, Community College of the Air Force

## James Dunbar

Fire Alarm Designer

### Career Summary

James Dunbar has more than 15 years of experience in fire alarm design, device layout, drawings creation, and product support. He has a diverse background in managing construction cable TV systems and traffic signal systems, which affords Mr. Dunbar a solid foundation for project management and fire alarm designs. He is responsible for developing full system layouts, battery calculations, voltage drop calculations, decibel loss calculations, panel interconnection details, and submittal books. Mr. Dunbar reviews, interprets, and recommends system equipment based on customer needs, Authority Having Jurisdiction comments, and code requirements. He also supports bid preparation, proposal documentation, and system programming.

Over the course of his career, Mr. Dunbar has worked with a variety of clients including Boeing, Fuji Films, Lockheed, Children's Hospital of Columbus Ohio, and the US Army, Navy, and Air Force. He has experience with mass notification including using software to model audio audibility and intelligibility for inside spaces and making recommendations for external audio coverage and wide area notification (WAN). He also has experience with alternates to traditional fire alarm solutions including aspiration smoke detection systems, wireless fire alarm devices, optical smoke and flame detection, and gas detection systems.

Jim has also handled design and project management for large, complex, high-profile fire alarm/mass notification systems for all the Honeywell brands.

### Sectors Served

- Commercial
- Education
- Government
- Healthcare
- Hospitality
- Industrial
- Retail



## References

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Contact	Title	Company	Phone	Email
Deborah Sue Miller	Fire Protection Manager	The Texas A&M University System	979.458.7526	debramiller@tamus.edu
Derrick Patrick Sr.	Sr. Project Manager	Georgia State University	404.787.2326	dpatrick7@gsu.edu
Chuck Galbraith	Senior Manager	Home Depot	770.433.8211	chuck_galbraith@homedepot.com



## **Certificate of Insurance & Addendum I**

---



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> Marsh USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>	<b>FAX</b> (A/C, No):	
CN131511744-GUCPP-GUPPC-21-22		1	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Navigators Specialty Insurance Company INSURER B : Federal Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC #
<b>INSURED</b> Telgian Engineering & Consulting, LLC. 10230 S. 50th Place, Suite 100 Phoenix, AZ 85044		36056		
		20281		

## COVERAGES

**CERTIFICATE NUMBER:**

LOS 003509395.09

REVISION NUMBER: 1

COVERAGES CERTIFICATE NUMBER: LOS-00230553-05 REVISION NUMBER: 1  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
						LIMITS	
A	COMMERCIAL GENERAL LIABILITY		SF21CGLZ06P6HIC	10/31/2021	10/31/2022	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 300,000
	Ded: \$25,000 BI/PD Ea Occ					MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 1,000,000
	POLICY	<input checked="" type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC			GENERAL AGGREGATE	\$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						\$
	ANY AUTO					COMBINED SINGLE LIMIT (EA accident)	\$
	OWNED AUTOS ONLY		<input type="checkbox"/> SCHEDULED AUTOS			BODILY INJURY (Per person)	\$
	Hired AUTOS ONLY					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$	
						\$	
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CH21EXC535504IC	10/31/2021	10/31/2022	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 9,000,000
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input checked="" type="checkbox"/> N	Y / N N / A			PER STATUTE	OTH-ER	
(Mandatory in NH)					E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	
B	Crime		82553660	10/31/2021	10/31/2022	Limits	5,000,000
			Ded: \$25,000				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

## Evidence of Insurance

**CERTIFICATE HOLDER**

## CANCELLATION

Telgian Engineering & Consulting, LLC.  
10230 S. 50th Place  
Phoenix, AZ 85044-0000

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

**AUTHORIZED REPRESENTATIVE**  
of Marsh USA Inc.

Marsh USA Inc.

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ACORD 25 (2016/03)

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Telgian Engineering & Consulting, LLC. 10230 S. 50th Place, Suite 100 Phoenix, AZ 85044	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

## Design Professionals Liability:

Insured: Berkley Assurance Company  
Policy Number: PCADB50157641021  
Effective Date: 10/31/2021  
Expiration Date: 10/31/2022  
Self Insured Retention (SIR): \$50,000  
Limit Ea Occ/Agg: \$5,000,000

## Pollution Liability:

Insured: Berkley Assurance Company  
Policy Number: ICELLUW00114644  
Effective Date: 10/31/2021  
Expiration Date: 10/31/2022

Each Occurrence Limit Coverage A: Contractors Pollution Liability \$1,000,000; Deductible \$10,000  
Each Occurrence Limit Coverage B: Pollution Liability During Transportation \$1,000,000; Deductible \$10,000  
Each Occurrence Limit Coverage C: Non-Owned Site Pollution Liability \$1,000,000; Deductible \$10,000  
Each Occurrence Limit Coverage D: Time-Element Pollution Liability Not Offered; Deductible N/A  
Each Occurrence Limit Coverage E: Image Restoration Expenses \$250,000; Deductible \$10,000  
Image Restoration Expenses Aggregate Limit \$250,000; Deductible N/A  
Each Occurrence Limit Coverage F: Disinfection Event Expenses \$25,000 \$25,000  
Disinfection Event Expenses Aggregate Limit \$25,000; Deductible N/A  
Each Occurrence Limit Coverage G: Pre-Claim Event Expenses \$250,000; Deductible \$10,000  
Pre-Claim Event Expenses Aggregate Limit \$250,000; Deductible N/A  
Policy Aggregate Limit \$2,000,000; Deductible N/A

# CITY OF HUNTINGTON PARK

## Answers to Request for Information (RFI) No. 1

### Request for Proposal Design of Fire Protection Alarm Services

The following questions were posed by individuals interested in the Request for Proposal (RFP) for the Design of Fire Protection Alarm Services at City facilities. Answers to the questions are highlighted in yellow.

1. Please confirm the following criteria for bidding as stated in the RFP Introduction, "Contractor must be a State of California licensed C-10, C-16 - Fire Protection Contractor, per California Code of Regulations, Title 16, Division 8, Article 3." If this is an RFP for design services, why is a contractors' license required?

Contractor's license is not required for the design. Though wanted to reiterate that a C-16 licensed contractor as classified by the state of California allows for the design of commercial and/or industrial fire protection systems.

2. Will you be able to provide additional plans for missing areas within the Civic Center complex? Current plans provided are not complete.

No.

3. Will we be able to get full size plans for plan pages you already included in the RFP?

No.

4. Will you be able to specify Occupancy Type for each building included in this RFP?

#### Desin-Build Fire Protection System for City of Huntington Park Fire Sprinklers and ADA Compliant Fire Alarms

BUILDING /FACILITY NAME	OCCUPANCY	RISK CATEGORY
Fleet Building (Repair Garage)	U	II
Metro Building	B	II
Street Division	B	II
Street Division	B	II
Street Division Small Building (Carport)	U	II
Water/Elect. Dept.	B	II
ADMIN Office Bldg.	B	II
ADMIN Office Bldg. Warehouse	S-2	II
Park Dept. Bldg. Offices	B	II
Park Dept. Bldg. Warehouse	S-2	II
Parks Shed (Storage)	S-2	II
Recreation Building	A-3	III (>300 Occup)
City Hall	A-3	III (>300 Occup)
Police Station	B	IV
Police Station - Jails	I3	III
Muni Building	B	II
Muni Building - Warehouse	S-1	II
Community Center	A-3	III (>300 Occup)

1 | Page

5. Will the finished Fire Alarm Construction Drawings need to be PE stamped?

Yes. County of Los Angeles Fire Department to review Fire Prevention/Life Safety Services plans and issue permits. City of Huntington Park's Building Division to issue permit after receiving County of Los Angeles Fire Department approved plans/permit.

6. Do permit fee's need to be included in this RFP?

Yes. All applicable County of Los Angeles Fire Department fees to review, approve and issue permit must be borne by the consultant/contractor performing the design.

7. Are there specific areas within each of the buildings that remain un-abated for Asbestos? If so please identify where, in each building.

Consultant/contractor performing the design to have licensed professionals take samples and have the samples tested by a certified laboratory. Consultant/contractor performing the design to share results and make recommendations accordingly.

8. It was identified on the site walk that Vesda will need to be used in the Jail Cells. Please confirm.

Vesda is an option. All work to be designed in a Risk Category 4 (jail cells) must be ADA compliant, safety and tamper proof and utilize up to date technology to ensure the safety of all.

9. Should we provide Cages for any exposed devices in the Jail, Gym or other areas where damage to the device is possible?

All work to be designed in a Risk Category 4 (jail cells) must be ADA compliant, safety and tamper proof and utilize up to date technology to ensure the safety of all.

10. Please identify which building, and which sections of building if partial coverage, are covered with sprinklers.

The Police Department basement and other locations with existing partial systems and recommended for removal and replacement with up to date system.

11. We identified on our site walk that the community center has an existing Fire Alarm System. Please confirm if you'll be able to provide Fire Alarm Shop Drawings for this building if you'd like to include this building in our scope of work (replace the existing system).

Not available.

12. Would you like to include Mass Notification as part of this design? Current code doesn't require it but upcoming code does include mandates for Mass Notification in some occupancies.

Yes.

13. Does the City of Huntington Park have specific amendments to the applicable building and fire codes that can be shared?

Yes.

14. Confirm we're providing permitting drawings, not shop drawings

Please reference questions 5 and 6 above. Consultant/contractor performing the design to obtain permit and provide plans and specifications whereby the City can solicit construction bids.

15. Permitting Drawings – Stamped, calculations/drawings/specs.

Yes.

16. For buildings with existing fire alarm equipment, are we providing demolition drawings?

Yes.

17. City Hall & Community buildings were noted with fire alarm equipment.

Refer to answer in question 10.

18. Confirm the 13 buildings in question are on the National Historic Registry

Not applicable.

19. If partial, please identify which buildings are and are not.

Not applicable.

20. Confirm buildings/area with asbestos (if applicable).

Refer to answer in question 7.

21. Confirm we're bidding on Phase I and not II

Phase I design only.

22. Phase I – Design/Permitting

Yes.

23. Phase II – Installation/Construction Management

This phase to be completed at a later date.

24. Confirm if there's a preferred equipment manufacturer other than what's indicated in the RFP.

None preferred.

25. Confirm we're not providing security design.

No.

26. Security design – delayed egress/card readers/door hold open devices.

No.

27. Confirm we're not providing emergency lighting design.

No.

28. Confirm the preferred method of concealing fire alarm wiring.

Designer to provide acceptable standard method to conceal. Some of the areas will use wire molding to match existing architecture.

29. Inside walls/ceilings, wire molding

Refer to answer to question 28.

30. Confirm the occupancy and use group type for each of the 13 buildings.

Refer to answer to question 4.

31. The community building was noted with an elevator; confirm that we're not providing elevator recall and shunt-trip.

Not needed.

32. The Police Office was noted with an Emergency Response Radio Coverage System (ERRCS); confirm we're not providing additional design to that system.

Not needed.

33. Confirm we're not providing ERRCS for buildings without one/

Not needed.

34. The Police Office has 15 cells; confirm if there's a preferred detection type for the cells (i.e., caged smoke detector, VESDA, another type of early warning detection).

Refer to answers in questions 8 and 9.

35. The Police office is partially protected with fire sprinklers; please confirm if the fire alarm devices for the monitoring will be reused or specified with new.

Refer to answer to question 10.

36. Confirm if we're providing Mass Notification throughout the campus.

Yes.

37. The Community Center has an existing fire alarm system, which appears to be installed within the last 20 years. Please confirm that this system is to be redesigned.

Yes.

38. The Community Center has an existing Ansul Kitchen Hood system; please confirm that this system is to be monitored (i.e., is the kitchen still in operation).

Yes.

**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 proposal as non-responsive.

Thank you for your cooperation.

**ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's**

Company Name

**Sean Miller**

Signature

Digitally signed by Sean Miller

DN: C=US, Date

E=smiller@telgian.com,

O=TEC, OU=CA, CN=Sean  
Miller

Location: TEC

Reason: I have reviewed this  
document

Contact Info:

smiller@telgian.com

Date: 2022.06.13

17:01:41-07'00'

**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: June 13, 2022

Telgian Engineering & Consulting, LLC is a full-service global engineering and risk mitigation consultancy specializing in complex, multi-discipline public and private sector projects. We provide professional services related to the protection of people, property, information, and organizational mission against preventable losses.

Telgian is a provider of strategic/enterprise risk management, fire protection engineering, industrial security, environmental health and safety, emergency management, operations continuity consulting, and construction administration services. Our professionals are dedicated to delivering value through effective protection solutions that meet today's risk challenges. In addition to a uniquely global perspective, we also provide in-depth knowledge of local, state, and federal compliance matters.

## Contact

Sean Miller, CFPS  
847-502-0446  
[smiller@telgian.com](mailto:smiller@telgian.com)

15642 Sand Canyon Ave  
Suite 50188  
Irvine, CA 92619

**telgian**<sup>®</sup>  
*Engineering & Consulting*

**Item#7**



# CITY OF HUNTINGTON PARK

## City Council Agenda Report

July 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 A CONTINGENT PARKING LEASE AGREEMENT WITH IBIZA NIGHTCLUB**

#### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve a Contingent Parking Lease Agreement with Ibiza Nightclub; and
2. Authorize the City Manager to negotiate and execute the final terms of Contingent Parking Lease Agreement.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park ("City:") and Ibiza, ("Licensee") have a mutual interest to enter into a Contingent Parking Lease Agreement for the City-owned parking lot located at 6512 Rugby Avenue, Huntington Park, CA 90255 ("Rugby Parking Lot"). The Licensee owns the property located at 6901 Pacific Blvd., Huntington Park, CA 90255 ("Property") which he intends to develop for a multi-use restaurant and nightclub. As such, the Licensee engaged the City to request the use of the Rugby Parking Lot to satisfy the minimum parking and loading zone requirements of their future build out. In addition to the use of the parking structure, the agreement will allow for seven parking spaces on Pacific Boulevard to be dedicated for ride share services and valet use. Specifically, the Licensee desires to utilize a certain portion of the Rugby Parking Lot for off-street parking and for exclusive valet access to the patrons utilizing the restaurant/nightclub.

The Contingent Parking Lease Agreement allows the City to facilitate the use of a space in a location that has been vacant for two years. Additionally, this agreement ensures that the City maintains full control of its City-owned parking lot with a limited scope of use and term that ceases if the tenant stops operations in any capacity. At which time, the Licensee will have to re-negotiate with the City for any future use of the Rugby Parking structure. It is important to note that the Contingent Parking Lease Agreement does not limit the ability of the City to explore future opportunities for development at the Rugby Parking Lot as the agreement is for three (3) years with two (2) one (1) year options. All stipulations for this proposed agreement are set forth in the draft

# **CONSIDERATION AND APPROVAL OF A CONTINGENT PARKING LEASE AGREEMENT WITH IBIZA NIGHTCLUB**

July 25, 2022  
Page 2 of 2

agreement of this staff report. Lastly, the agreement is for an immediate use of 25 spaces in the Rugby structure at \$5.00 per space for use Thursday through Saturday and the 7 spaces on Pacific Blvd. However, an option exists for the City to allow for the entire use of the structure (96 spaces) once the buildout of the site is complete. The remaining spaces (71) would then be lowered to \$3.00 per space 7 days a week and would also include the 7 spaces on Pacific Blvd. Staff recommends the approval of the Contingent Parking Lease Agreement with the option.

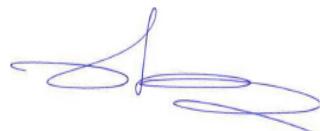
## **FISCAL IMPACT/FINANCING**

This item has a positive impact in the generation of funds to the City's general fund.

## **CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



Steve Forster  
Interim Community Development Director

## **ATTACHMENT(S)**

A: Contingent Parking Lease Agreement

# ATTACHMENT "A"



# Ibiza Parking Requirements

## City of Huntington Park Summary of Parking Regulations

Description	Cost	Daily Cost	Monthly Cost	Yearly Cost
Sign Cost – Two (2) signs	\$2,000.00 (one time cost)	-	-	\$2,000
Seven (7) parking spaces seven (7) days a week from 8:00 am-2:00 am	\$20.00 per space	\$140	\$4,200	\$50,400
Twenty-five (25) spaces lower level parking structure thirteen (13) days a month (Thurs-Sat)	\$5.00 per space	\$125	\$3,750	\$45,000
Maintenance & Security	By Leasee	-	-	-
			Total:	<b>\$ 97,400</b>

### Option 1:

Sign Cost – Two (2) signs	\$2,000.00 (one time cost)	-	-	\$2,000
Seven (7) parking spaces seven (7) days a week from 8:00 am-2:00 am	\$20.00 per space	\$140	\$4,200	\$50,400
Twenty-five (25) spaces lower level parking structure thirteen (13) days a month (Thurs-Sat)	\$5.00 per space	\$125	\$3,750	\$45,000
Remaining 71 parking spaces (Mon-Sun) (96 Total)	\$3.00 per space	\$213	\$6,474	\$77,688
Maintenance & Security	By Leasee	-	-	-
			Total:	<b>\$ 175,088</b>

## CONTINGENT PARKING LICENSE AGREEMENT

This Contingent Parking License Agreement ("Contingent License Agreement") dated July 5, 2022, made and entered into by and between the **CITY OF HUNTINGTON PARK**, a municipal corporation ("City" or "Licensor"), whose address is 6550 Miles Avenue, Huntington Park, California 90255 and Ibiza Nightclub, whose address is 6901 Pacific Blvd. Huntington Park, CA 90255.

### R E C I T A L S

**WHEREAS**, the City is the owner of that certain real property measuring approximately 23,716 +/- square feet and having Assessor's Parcel Number 6322-003-900 and more commonly referred to as 6510 Rugby Ave. located in the City of Huntington Park, Los Angeles County, California and depicted as shown in Exhibit "A" consisting of 96 parking spaces (the "Premises"); and street frontage parking consisting of 7 standard parking spaces located on Pacific starting at the West boundary of the street and 7 spaces South of Saturn Ave.

**WHEREAS**, the Licensee is the owner of that certain real property having Parcel Number 6322-023-0016, more commonly referred to as 6901 Pacific Blvd. located in the City of Huntington Park, Los Angeles County, California, and as specifically described and depicted in Exhibit "B" hereto (the "Project Property"), upon which Licensee desires and intends to lease the Project Property to Ibiza.

**WHEREAS**, the Licensee desires to utilize certain portions of the Premises for purposes of on and off-street parking and for exclusive access for Ibiza., and Licensor desires to allow Licensee to utilize the Premises for such purposes;

**WHEREAS**, the Licensee now desires to enter into this Contingent License Agreement to procure on and off-street parking for Ibiza., in accordance with the terms set forth herein.

**WHEREAS**, the City desires to enter into this Contingent License Agreement granting the Licensee a revocable license (subject to the terms of this Contingent License Agreement) for the use of the Premises for the purpose of on and off-street parking.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Contingent Grant of License. The City hereby grants to Licensee and Licensee hereby licenses from the City upon and subject to the terms and conditions of this Contingent License Agreement, a revocable license (Contingent License Agreement) to enter and use the Premises for the purpose of ancillary on and off-street over-flow parking for guests, permittees, and invitees of Ibiza. The provisions of this Contingent License Agreement shall not become effective unless and until the date upon which Licensee executes a lease agreement to lease the Project Property for the purpose of operating Restaurant/Nightclub business ("Effective Date"). Nothing in this Contingent License Agreement shall be construed to create a leasehold interest or any interest in real property. The Premises shall be licensed by the City to Licensee in "as-is"

Notwithstanding the foregoing, Licensee shall not be required to indemnify, defend, or hold harmless the City against any actions, claims, or damages arising out of or resulting from the negligence or willful conduct of the City, or its officials, officers, directors, employees, and volunteers nor from any act or occurrence arising prior to the commencement of the term of this Contingent License Agreement or after the expiration of the term of the Contingent License Agreement.

8. Insurance. Beginning on the Effective Date of this Contingent License Agreement and at its sole cost and expense, Licensee shall carry, maintain, and keep in full force and effect insurance against claims for loss, death, or injuries to persons, and damage, loss, or injury to property in connection with Licensee's use of the loading zone under this Contingent License Agreement. If any parking spaces become designated as exclusive parking spaces, Licensee shall at its sole cost and expense, carry, maintain, and keep in full force and effect insurance against claims for loss, death, or injuries to persons, and damage, loss, or injury to property in connection with Licensee's use of the exclusive parking spaces. Such obligation shall commence as soon as the parking spaces are designated as exclusive. Such insurance shall be of the types and in the amounts as set forth below:

a. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage, per occurrence. The insurance required by this Contingent License Agreement shall contain an endorsement naming the City, and its officers, employees, agents and volunteers as Additional Insureds. At all times during the term of this Contingent License Agreement, Licensee shall provide to the City's Risk Manager valid certificate(s) of insurance showing that the aforesaid policies are in effect and in the required amounts. Licensee shall, prior to commencement of this Contingent License Agreement, file with City's Risk Manager Additional Insured endorsements. City reserves the right to review, research, and approve Licensee's compliance with all required insurance provisions of this Agreement prior to Licensee commencing use of the Premises. The insurance required under this Section shall be primary to any coverage available to the City. Any insurance or self-insurance maintained by the City or its officers, employees, agents or volunteers, shall be in excess of Licensee's insurance and shall not contribute with it.

9. Notification of Incidents. Licensee shall report to City any accident or incident relating to the use of the Premises under this Contingent License Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee and/or City. Such report shall be made in writing within 48 hours of Licensee's knowledge of such occurrence.

10. Representations and Warranties.

a. Licensee shall be estopped from asserting that the execution of this License in anyway authorizes or relieves Licensee from complying with the Huntington Park Municipal Code.

b. Both parties to this Contingent License Agreement represent and warrant that each has the power and authority to enter into this Contingent License Agreement binding each party to the terms and conditions contained herein.

11. Compliance with All Applicable Laws. Licensee shall comply with the City of Huntington Park's Municipal Code and all state, and federal laws and regulations.

12. Assignment of Rights. Licensee shall not delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, which shall not be unreasonably withheld, and any attempt to do so shall be void and of no effect. The parties to this Contingent License Agreement agree that the City's withholding of its written consent of the delegation, transfer or assignment of Licensee's rights to a party that may bring public disrepute, scandal, embarrassment to the City, or generally cast a bad light on the City's reputation shall be considered reasonable.

13. No Discrimination. Licensee shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, or medical condition.

14. Notice. All notices, demands, consents and other communications provided for in this Contingent License Agreement shall be in writing and shall be deemed properly given and received when actually given and received or three business days after mailing, if sent by registered or certified mail, postage prepaid, addressed to the party to receive the notice at the following addresses:

To City: City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Ricardo Reyes, City Manager  
Tel: (323) 582-6161  
Email: [rreyes@hpcgov](mailto:rreyes@hpcgov)

To Licensee: Ibiza Restaurant / Nightclub  
6901 Pacific Blvd.  
Huntington Park, CA 90255  
Attn: Jesus Gallegos  
Tel: (909) 225-6335  
Email:

15. Governing Law. This Contingent License Agreement shall be governed and construed in accordance with the laws of the State of California.

16. Entire Agreement: Amendments. Licensee and City agree that it has not relied upon or regarded as binding any prior or contemporaneous agreements, negotiations, representations, or understandings, whether oral or written, accept as expressly set forth here. This

License, together with any documents and exhibits referred to herein, embodies the entire understanding among the parties, merges all prior discussions or communications among them and constitutes the final, complete, and exclusive statement of the terms of the parties' agreement. Neither party shall be bound by any covenants, conditions, representations or warranties other than as expressly stated in this License. No amendment or modification of this Contingent License Agreement shall be valid or binding unless in writing and executed by both parties.

17. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**GC HUNTINGTON PARK II, LLC, A  
CALIFORNIA LIMITED LIABILITY  
COMPANY ("Licensee")**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF HUNTINGTON PARK, a  
municipal corporation ("City")**

By: \_\_\_\_\_  
Rick Reyes, City Manager

Date: \_\_\_\_\_