

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, December 19, 2023

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

Marilyn Sanabria
Mayor

Karina Macias
Vice Mayor

Arturo Flores
Council Member



Eduardo "Eddie" Martinez
Council Member

Graciela Ortiz
Council Member

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

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

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

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference.

Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

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

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

PUBLIC COMMENT

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

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER

ROLL CALL

Mayor Marilyn Sanabria
Vice Mayor Karina Macias
Council Member Arturo Flores
Council Member Eduardo "Eddie" Martinez
Council Member Graciela Ortiz

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. PRESENTATION OF NEW CITY WEBSITE
2. MAYOR'S HOLIDAY DECORATIONS AWARD WINNERS
3. RECOGNITION OF HALLOWEEN AND HOLIDAY PARADE VOLUNTEERS
4. CERTIFICATE OF RECOGNITION FOR KOKETA BEAUTY FOR ANNUAL HOLIDAY FAMILY SPONSORSHIP
5. CERTIFICATE OF RECOGNITION AND PROCLAMATION TO DIANA'S RESTAURANT & MAGAÑA FAMILY

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Consideration of one potential case
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54954.8
2700 E. Slauson Ave. Huntington Park CA 90255
Negotiator for Huntington Park: Ricardo Reyes
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54957.9(d)(1)
Patrick Hill v. City of Huntington Park, et al.
Los Angeles Superior Court Case No. 21STCV37804

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

CITY CLERK

1. CITY COUNCIL MEETING MINUTES

RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held November 21, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated December 19, 2023

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO DRAFT, UPDATE AND COMPLETE THE WATER MASTER PLAN

RECOMMENDED THAT CITY COUNCIL:

1. Award the professional services agreement (PSA) to draft, update and complete the Water Master Plan to Cannon Corporation as the most responsive and responsible proposer for a not-to-exceed amount of \$599,059 payable from Account No. 283-8040-432.76-11 (\$299,059) and Account No. 681-8030-461.76-11 (\$300,000); and
2. Authorize the City Manager to execute the PSA.

4. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE CONSULTING SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Adopt a resolution authorizing the acceptance of the Dodgers Dream team Grant from the Los Angeles Dodgers Foundation for the 2024 Baseball season at Salt Lake Park; and
2. Authorize the City Manager to execute all related grant documents.

5. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AND SURROUNDING AMENITIES AS PART OF CIP 2022-04 AT KELLER PARK

RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Agreement (Attachment 1) for the preparation of Plans, Specifications, and Estimate of new playground equipment, appurtenances and ingress/egress enhancement as part of CIP 2022-04 Playground at Keller Park to iARCH for a not-to-exceed amount of \$164,840; and
2. Authorize the Finance Department to appropriate \$164,840 into Project No. 8927 payable from the Los Angeles County Regional Park and Open Space District reimbursable grant; and
3. Authorize the City Manager to execute the professional services agreement.

6. CONSIDERATION AND APPROVAL TO PERFORM EMERGENCY TO REMOVE, INSPECT AND VIDEO THE PUMPING AND BOOSTER EQUIPMENT OF WATER PRODUCTION WELL NO. 14

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Municipal Code Section 2-5.13 Emergency purchase, authorize the City Manager, Public Works Director and Finance Director to proceed without solicitation of bids to a contract for the removal, inspection and videoing of the pumping and booster equipment at Water Production Well No. 14; and
2. Authorize the payment to General Pump Co. for the services necessary to perform the work for a not-to-exceed amount of \$28,845 payable from Account No. 681-8030-461.43-30; and
3. Authorize the City Manager to sign all applicable documents.

7. CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2021-04 WELL NO. 16 PROJECT AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Adopt the 100% completed plans, specifications and engineer's estimate for CIP 2021-04 Well No. 16 Project; and
3. Authorize staff to proceed with bid advertisement for construction.

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

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution declaring surplus property and authorize the disposal of said property through US Auctions; and
2. Authorize staff to sell via auction.

COMMUNITY DEVELOPMENT

9. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEAD AND ASBESTOS TESTING FOR THE HOME REPAIR PROGRAM (HRP) APPLICANTS

RECOMMENDED THAT CITY COUNCIL:

1. Award a One (1) year professional service agreement (PSA) with an option of two, one-year extensions to provide lead and asbestos testing services for the Home Repair Program (HRP) applicants to the sole responsive and responsible proposer, Barr and Clark; and
2. Authorize the City Manager to execute the PSA.

10. CONSIDERATION AND ADOPTION TO SECURE INNER CITY VISIONS (ICV) FUNDING FROM THE GENERAL FUND TO PROVIDE HOMELESS OUTREACH SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Authorize funding for homeless outreach services with Inner City Visions.
2. Authorize the City Manager to execute the required documentation to process payment to Inner City Visions in the amount of \$72,422 from the General Fund to the Contractual Services Account number: 111-5010-419.56-49

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

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a one (1) year final extension for professional engineering and building and safety services with Infrastructure Engineers Inc; A Bowman Corporation and;
2. Authorize the City Manager to execute the extension agreement.

FINANCE

12. FISCAL YEAR 2020 AND FISCAL YEAR 2021 AUDITED FINANCIAL STATEMENTS

RECOMMENDED THAT CITY COUNCIL:

1. Receive and file the FY 2020 Audited Financial Statement; and
2. Receive and file the FY 2021 Audited Financial Statement.

POLICE DEPARTMENT

13. CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING AND APPROPRIATION OF FUNDS FOR PURCHASE OF POLICE EQUIPMENT

RECOMMENDED THAT CITY COUNCIL:

1. Approve and accept funding for the Police Department provided through the Department of Justice 2023 Edward Byrne Memorial Justice Assistance Grant program totaling \$36,011; and
2. Authorize the City Manager to execute any necessary agreement with the Department of Justice and designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Authorize the Finance Department to establish appropriate revenue and expenditure accounts to administer the grant funds.

14. CONSIDERATION AND APPROVAL FOR THE PURCHASE OF A STANDBY BACKUP SERVER HARDWARE FOR THE NEWLY UPGRADED CENTRAL SQUARE COMPUTER-AIDED DISPATCH AND RECORD MANAGEMENT SYSTEM

RECOMMENDED THAT CITY COUNCIL:

1. Authorize an expenditure of \$30,729.60 to purchase hardware and software from CentralSquare Technologies, LLC in Lake Mary, Florida and;

2. Authorize the Chief of Police to acquire the equipment.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Eduardo “Eddie” Martinez

Council Member Arturo Flores

Vice Mayor Karina Macias

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn the meeting to a Regular Meeting on Tuesday, January 2, 2024 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 15th day of December 2023.


Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Tuesday, November 21, 2023

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:07 p.m. on Tuesday, November 21, 2023, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Councilmember(s): Graciela Ortiz, Eduardo "Eddie" Martinez., Arturo Flores, Vice Mayor Karina Macias and Mayor Sanabria

ABSENT: None

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Cesar Roldan Director of Public Works; Eduardo Sarmiento, City Clerk; Cosme Lozano Police Chief; Steve Foster Director of Community Development; Sergio Infanzon Director of Communications; Gloria Ramirez City Attorney.

INVOCATION

Mayor Sanabria led the invocation.

PLEDGE OF ALLEGIANCE

Vice Mayor Macias led the Pledge of Allegiance.

PRESENTATION(S)

Prior to the presentations beginning Mayor Sanabria motioned to add a fourth presentation to the agenda.

MOTION: Mayor Sanabria moved to add a fourth presentation item to the agenda, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

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

NOES: None

1. PROCLAMATION FOR NATIONAL CAREGIVERS' MONTH
2. PROCLAMATION TO AIRCRAFT X-RAY LABORATORIES FOR THEIR 85TH YEAR ANNIVERSARY
3. NATIONAL KEY CLUB WEEK
4. CERTIFICATE OF APPRECIATION FOR THE SUPPORT OF CITY PROGRAMS

PUBLIC COMMENTS

The following people provided public comment:

1. Cecilia Mendoza

2. Marisol Coronado
3. Rosa
4. Omar Pichardo

STAFF RESPONSE

NONE

CLOSED SESSION

Prior to closed session beginning City Attorney Arnold Alvarez-Glasman requested a subsequent need item be added to the agenda.

MOTION: Councilmember Ortiz moved to add the closed session item described by City Attorney Alvarez-Glasman to the agenda, seconded by Councilmember Flores. Motion carried by unanimous consent.

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

NOES: None

1. CONFERENCE WITH LEGAL COUNSEL – Presentation to City Council. Government Code Section 54956.9(d)(2)

Attorney Alvarez-Glasman stated that it is appropriate to recess to closed session. Vice Mayor Macias recessed into closed session at 6:48 p.m.

Mayor Macias reconvened the Council meeting from Closed Session at 7:17 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman reported that the record should reflect that with all five Councilmembers present the one (1) items on the posted agenda was discussed. Regarding item one (1), the City Council was provided with a presentation and direction was given by City Council but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

CITY CLERK

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

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

NOES: None

ABSENT: Councilmember Flores

1. CITY COUNCIL MEETING MINTUES

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

1. Regular City Council Meeting held October 17, 2023

FINANCE

2. WARRANT REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated November 21, 2023

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

Prior to item three (3) on the agenda beginning Vice Mayor Macias stepped away from the dais.

3. CONSIDERATION AND APPROVAL OF RESOLUTION FOR AMERICAN RESCUE PLAN COVID-19 PREMIUM FOR LONG-TERM CARE AND IHSS WORKERS

MOTION: Councilmember Ortiz moved to approve the allocation of American Rescue Plan Act (ARPA) funds for COVID-19 premium pay to eligible Long-Term Care and In-Home Support Services (IHSS) workers under a revised distribution timeline outlined attachment A; and authorize a premium pay stipend ranging from \$1,500 to \$2,000, with specific criteria outlined in Attachment A; and grant executive authority to the City Manager to execute the premium pay stipend, seconded by Councilmember Martinez. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Councilmember Flores and Vice Mayor Macias

POLICE DEPARMENT

4. REVIEW THE 2022 MILITARY EQUIPMENT ANNUAL REPORT AND RENEW ORDINANCE NO. 2022-01, APPROVING THE MILITARY EQUIPMENT FUNDING, ACQUISITION AND USE POLICY

MOTION: Councilmember Ortiz moved approve the Huntington Park Police Department's 2022 Military Equipment Annual Report; and renew Ordinance 2022-01, thereby approving the Police Department's Military Equipment funding, acquisition and use policy; and hold a public meeting to allow members of the

community the opportunity to provide comments or ask questions; and cause the report to be posted on the police department's website for public viewing, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Councilmember Flores

PUBLIC WORKS

5. CONSIDERATION TO ADOPT PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2022-09 CDBG CHESLEY "CIRCLE" PARK PROJECT AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

MOTION: Councilmember Ortiz moved to approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and adopt the 100% completed plans, specifications, and engineer's estimate for CIP 2022-09 CDBG Chesley Park Project; and authorize staff to proceed with bid advertisement for construction, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

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

NOES: None

ABSENT: Councilmember Flores

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

All Directors wished everyone a Happy Thanksgiving.

Director of Parks and Recreation Cynthia Norzagaray invited the community to the annual tree lighting event on Monday December 4, 2023 in front of City Hall.

The Director of Communications Sergio Infanzo provided an update on the Holiday Parade and mentioned upcoming events and holiday notices for refuse and street sweeping.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz asked for clarification on refuse pick up and closed by wishing

everyone a Happy Thanksgiving.

Staff indicated that refuse will be shifted by one day after normal pick up for residents.

Councilmember Martinez wished everyone a Happy Thanksgiving.

Vice Mayor Macias thanked staff and the Police Department for all their efforts in executing the Thanksgiving events. She then shared her enthusiasm for the approval of the agenda item that will help long-term care the help they deserve. She closed by wishing everyone a Happy Thanksgiving.

Mayor Sanabria echoed her colleagues in wishing everyone a Happy Thanksgiving and share how she is grateful for all the accomplishments achieve to better help the residents of Huntington Park while showing determination in the face of difficulties.

ADJOURNMENT

Mayor Sanabria adjourned the at 7:28 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday December 5, 2023 at 6:00 p.m.

Respectfully submitted



Eduardo Sarmiento, City Clerk

ITEM 2

List of Funds - City of Huntington Park

FUND	DESCRIPTION	FUND	DESCRIPTION
111	General Fund	229	Police Forfeiture Fund
112	Waste Collection/Disposal	230	Homeland Security Fund
113	American Rescue Plan Act	231	Parking System Fund
114	Spec Events Contributions	232	Art in Public Places Fund
115	General Fund Reserve	233	Bullet Proof Vest Grant
116	Retirement Fund	234	Congressional Earmark
120	Special Revenue DNA ID	235	Federal Street Improvmt
121	Special Revnu Welfare Inm	236	HUD Economic Empowerment
122	Prevention Intervention	237	Community Planning
123	Board of Corrections LEAD	238	Air Pollution Grant
124	Auto Theft Prevention	239	Federal CDBG Fund
150	Emergency Preparedness	240	HUD EZ/EC Soc Sec Block
151	Economic Development	241	CalHome
152	Greenway Linear Park Proj	242	HUD Home Program
200	Local Grants	243	HUD 108 B03MC060566
201	State Grants	244	HUD EDI Grant
202	CFP Crosswalks	245	EPA Brownfield
203	Federal Grants	246	LBPHCP-Lead Base
204	SR2S Middleton Safe Route	247	Neighborhood Stabilzation
205	CFP Pacific Blvd	248	Homelessness Prevention
206	CFP I Park Pay Station	249	DEPT OF TOXIC SUBSTANCES
207	CFP Signal Synchronizatio	250	DTSC Grant
208	CMAQ Metro Rapid	251	Land & Water Conservation
209	CFP City Street Resurfac	252	ABC
210	Measure M	253	DEBT SERVICE FUND
211	Road Maint & Rehab SB1	254	Home ARP Grant
212	P & R Grants	257	CDC Merged Project Fund
213	Park Facilities	258	CDC Merged Debt Service
214	Recreation Field Charter	259	CDC Low/Mod Income Housin
215	Trees for A Better Enviro	262	CDC Neighbor Preservn Cap
216	Employees Retirement Fund	263	CDC Neighbor Presrvn Debt
217	OPEB	264	CDC Nghbr Prsrvn Low/Mod
218	PARS	267	CDC Sta Fe Redev Project
219	Sales Tax-Transit Fund A	268	CDC Sta Fe Debt Service
220	Sales Tax-Transit C	269	CDC Sta Fe Low/Mod Income
221	State Gasoline Tax Fund	270	Successor Agency Merge
222	Measure R	271	Successor Agency Merg Prj
223	Local Origin Program Fund	272	Successor Agency Low Mod
224	Office of Traffc & Safety	273	Successor Agency NHP
225	Cal Cops Fund	274	Successor Agency NHP Prj
226	Air Quality Improv Trust	275	Successor Agency
227	Offc of Criminal Justice	276	SUCCESSOR AGENCY-GF
228	State Dept. of Justice	283	Sewer Maintenance Fund

List of Funds - City of Huntington Park

FUND	DESCRIPTION
285	Solid Waste Mgmt Fund
286	Illegal Disposal Abatemnt
287	Solid Waste Recycle Grant
288	COMPBC
293	PUBLIC FIN. AUTHOR.L/T DT
299	CDC Special Revenue Fund
322	STIP Transportation Fund
334	Ped/Bike Path Fund
335	Energy Efficient Grant
345	Rails To Trails Randolph
346	Bike Lane State Street
347	SRTS Middleton Elementary
348	Pacific Blvd Ped Improve
349	Capital Improvement Fund
475	HP PUBLIC FINANCE AUTHOR
533	Business Improv Dist Fund
535	Strt Lght & Lndscp Assess
681	Water Department Fund
741	Fleet Maintenance
742	Information Technology
745	Self Insurance
746	Employee Benefit Fund
748	Veh & Equip Replacement
779	Deferred Comp. Trust Fund
787	Citywide CIP
800	Pooled Cash
801	Pooled Cash Fund
802	Pooled Interest
993	Public Fin Authority LTD
994	General Fixed Assets Acct
995	General LTD Account Grp
996	General Long Term Debt
997	CDC Gnrl LTD Account Grp
998	Reserve Template Fund
999	Pooled Cash/Template

City of Huntington Park
Demand Register
December 19, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AARON CRUZ	5307	111-6060-466.33-20	FOLKLORICO	320.00
	5309	111-6060-466.33-20	FOLKLORICO	256.00
				\$576.00
ADLERHORST INTERNATIONAL LLC	120556	111-7010-421.61-20	K-9 SUPPLIES	310.32
				\$310.32
ADVANCE AUTO PARTS PROFESSIONAL	8799333263553	111-8085-431.43-21	PARTS FOR SHUTTLE	36.65
	8799333263554	741-8060-431.43-20	CAR PARTS FOR PW UNITS	38.40
	8799333263555	741-8060-431.43-20	CAR PARTS FOR PW UNITS	182.82
	8799333463605	741-8060-431.43-20	CAR PARTS FOR PW UNITS	30.42
	8799333463606	741-8060-431.43-20	CAR PARTS FOR PW UNITS	30.42
	8799333463613	741-8060-431.43-20	CAR PARTS FOR PW UNITS	448.21
	8799332663508	741-8060-431.61-20	FLEET SUPPLIES PW	113.38
	8799333363581	741-8060-431.61-20	FLEET SUPPLIES PW	94.25
	8799322357056	741-8060-431.74-10	CAR LIFT INSTALLATION FEE	12,632.69
				\$13,607.24
AIRESPRING INC.	179089808	111-9050-462.74-10	CLOUD INTERNET SVCS	1,113.64
				\$1,113.64
ALADDIN LOCK & KEY SERVICE	33621	111-8020-431.43-10	KEY REPLACEMENT FLEET DEPT	19.68
	33586	111-8023-451.43-10	KEYS FOR PUBLIC WORKS	54.31
				\$73.99
AMAZON.COM SERVICES, INC.	1QFR-MTHQ-CD6D	111-6010-451.74-10	HOLIDAY DECORATIONS	27.94
	1RFR-TTL3-LJ7F	111-6020-451.61-35	TREE LIGHTING SUPPLIES	1,189.05
	1WL4-FF6P-NDLD	111-6020-451.61-35	TREE LIGHTING SUPPLIES	157.59
	17XF-H9HT-7FKC	111-6065-451.57-46	SENIOR DANCE SUPPLIES	340.79
				\$1,715.37
AMTECH ELEVATOR SERVICES	151401383781	111-8022-419.56-41	ELEVATOR MAINTENANCE	1,040.43
				\$1,040.43
ANTHONY MOYA	11272023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	101.52
				\$101.52
ARTURO GUIZAR	10162023	111-7010-421.59-10	MILEAGE/ PER DIEM REIMB.	391.49
	11132023	111-7010-421.59-10	MILEAGE/ PER DIEM REIMB	309.90
				\$701.39
AUTO ZONE	4075822282	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	141.11
	4075830581	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	24.23
	4075830749	111-8085-431.43-21	SUPPLIES FOR SHUTTLES	204.27
	4075829551	741-8060-431.43-20	CAR PARTS FOR PW UNITS	32.54
	4075830450	741-8060-431.43-20	CAR PARTS FOR PW UNITS	134.14
	4075830552	741-8060-431.43-20	CAR PARTS FOR PW UNITS	230.85
	4075830803	741-8060-431.43-20	CAR PARTS FOR PW UNITS	131.39
				\$898.53
AXEL ZUNIGA	06122023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	102.83
				\$102.83
AXON ENTERPRISE, INC.	INUS202641	111-7010-421.61-20	REUSABLE TASER TARGET	565.80
				\$565.80
AY NURSERY INC.	000962	535-8090-452.61-20	CREDIT MEMO	-3,715.12

**City of Hinsdale Park
Demand Register
December 19, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AY NURSERY INC.	123902	535-8090-452.61-20	PURCHASE OF TREES	880.88
	124116	535-8090-452.61-20	PURCHASE OF TREES	1,950.98
	174577	535-8090-452.61-20	PURCHASE OF TREES	293.63
	176003	535-8090-452.61-20	PURCHASE OF TREES	765.60
				\$175.97
BEAR ELECTRICAL SOLUTIONS, INC	21045	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVCS	6,350.00
				\$6,350.00
BENEFIT ADMINISTRATION CORPORATION	6031415-IN	111-2030-413.56-41	FLEX ADMINISTRATION FEES	100.00
				\$100.00
BERESEWICZ, MONIQUE	000023715	681-0000-228.70-00	WATER REFUND	412.24
				\$412.24
BLACK AND WHITE EMERGENCY VEHICLES	5325	111-7010-421.43-20	INSTALLATION PD VEHICLE	767.46
				\$767.46
BLUE FISH	17	111-0110-411.66-05	CITY COUNCIL DINNER	258.91
				\$258.91
BRIGHTLIFE DESIGNS LLC	1429	111-6010-451.74-10	TOY DRIVE DECORATION	22,275.00
				\$22,275.00
BRINK'S INCORPORATED	6162619	111-9010-419.33-10	BANK SVCS TRANSPORTATION	386.10
				\$386.10
CAL-LIFT INC	30689529	741-8060-431.43-20	REPLACEMENT PARTS FORKLIFT	205.55
				\$205.55
CALPERS	10000017370211	111-7010-421.24-50	CALPERS UNFUNDED	181,298.96
	10000017370211	216-7010-421.24-50	CALPERS UNFUNDED	102,202.21
	100000017370202	216-0110-411.23-50	CALPERS UNFUNDED	3,160.29
	100000017370202	216-0210-413.23.50	CALPERS UNFUNDED	10,719.35
	100000017370202	216-0310-413.23-50	CALPERS UNFUNDED	3,160.33
	100000017370202	216-1010-411.23-50	CALPERS UNFUNDED	3,501.94
	100000017370202	216-2030-413.23-50	CALPERS UNFUNDED	2,021.44
	100000017370202	216-3010-415-23-50	CALPERS UNFUNDED	22,563.31
	100000017370202	216-5010-419.23-50	CALPERS UNFUNDED	14,634.12
	100000017370202	216-6010-451.23-50	CALPERS UNFUNDED	12,128.67
	100000017370202	216-7010-421.23-50	CALPERS UNFUNDED	39,717.13
	100000017370202	216-8010-431.23-50	CALPERS UNFUNDED	30,748.75
				\$425,856.50
CALIFORNIA ASSOCIATION OF CODE	200027607	111-5055-419.59-15	PROFESSIONAL DEV TRAINING	114.00
				\$114.00
CANNON CORPORATION	86783	681-8030-461.43-30	CIP 2021-04 WELL 16	6,382.00
				\$6,382.00
CARPENTER ROTHANS & DUMONT LLP	45110	111-9031-413.52-30	SETTLEMENT PAYMENT	45.00
				\$45.00
CENTRAL FORD	36100	111-8085-431.43-21	PARTS FOR SHUTTLES	140.44
	36416	111-8085-431.43-21	PARTS FOR SHUTTLE	154.59
	36163	741-8060-431.43-20	CAR PARTS FOR PW UNITS	22.78
				\$317.81

City of Huntington Park
Demand Register
December 19, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRL BASIN MWD	HP-NOV23	681-8030-461.41-00	IMPORTED WATER NOVEMBER	171,101.40
CHAMPION CJD	701548	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	\$171,101.40
CINTAS CORPORATION NO 3	4172990834 4173809351 4174584154 4175139106	741-8060-431.56-41 741-8060-431.56-41 741-8060-431.56-41 741-8060-431.56-41	UNIFORM DRY CLEANING UNIFORM DRY CLEANING UNIFORM DRY CLEANING UNIFORM DRY CLEANING	421.17 \$421.17 427.23 427.23 577.23 427.23
CIVIC PLUS	284787	111-0210-413.56-41	CITY WEBSIT SERVICES	\$1,858.92
CLINICAL LAB OF SAN BERNARDINO, INC	2301832-	681-8030-461.56-41	WATER QUALITY TESTING	788.00 \$788.00
COALITION FOR RESPONSIBLE COMMUNITY	FM1399 FM1422 FM1399 FM1422 FM1399 FM1422 FM1399 FM1422	111-7024-421.56-41 111-7024-421.56-41 111-8020-431.56-41 111-8020-431.56-41 111-8022-419.56-41 111-8022-419.56-41 111-8023-451.56-41 111-8023-451.56-41	JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES	2,344.39 4,300.66 1,713.10 2,624.47 1,834.16 5,827.55 6,605.88 16,317.15
CODE 5 GROUP LLC	3852	111-7040-421.56-41	ANNUAL TRACKING SERVICES	\$41,567.36
COLDWATER PROTECTION SERVICES, INC	1213-6550-23-00	111-6010-466.55-35	PARADE SECURITY	1,200.00 \$1,200.00
COMMUNITY VETERINARY HOSPITAL INC	509214	111-7010-421.56-41	BOARDING SERVICES K-9	8,736.00 \$8,736.00
CONCENTRA MEDICAL CENTERS	81265745	111-2030-413.56-41	DOT PHYSICAL	455.00 \$455.00
COPWARE, INC.	86653	111-7040-421.56-41	OFFICE LEGAL SOURCEBOOK	1,725.00 \$1,725.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-231106028	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVCS	887.16 \$887.16
COUNTY OF LOS ANGELES PUBLIC HEALTH	IN1303640 IN1304489 IN1304490 IN1305711 IN1305782 IN1306128 IN1306129 IN304685	681-8030-461.56-41 681-8030-461.56-41 681-8030-461.56-41 681-8030-461.56-41 681-8030-461.56-41 681-8030-461.56-41 681-8030-461.56-41 681-8030-461.56-41	BACKFLOW DEVICE ASSEMBLY BACKFLOW DEVICE ASSEMBLY	37.00 37.00 185.00 592.00 37.00 37.00 74.00 74.00
DANIEL R LOPEZ	1044	111-6020-451.56-41	VETERANS DAY PHOTO BOOTH	\$1,073.00
				735.00
				\$735.00

**City of Huntington Park
Demand Register
December 19, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DATAPROSE	DP2304890	681-3022-415.53-20	WATER BILLS AND POSTAGE	2,751.74
				\$2,751.74
DATA TICKET INC.	142007- 154450 141942- 147138 152226 152893 154516 155173 156107 156335 156780	111-3010-415.56-41 111-7040-421.56-41 111-7065-441.61-20 111-9010-415.56-15 111-9010-415.56-15 111-9010-415.56-15 111-9010-415.56-15 111-9010-415.56-15 111-9010-415.56-15 111-9010-415.56-15 111-9010-415.56-15	CODE ENFORCEMENT PROCESSING ANIMAL ENFORCEMENT CITATION CODE ENFORCEMENT PROCESSING DAILY CITATION PROCESSING WEBSITE ONLINE ACCESS DAILY CITATION PROCESSING WEBSITE ONLINE ACCESS DAILY CITATION PROCESSING WEBSITE ONLINE ACCESS DAILY CITATION PROCESSING WEBSITE ONLINE ACCESS	99.50 107.50 126.50 14,076.07 42.50 15,809.27 37.50 12,250.63 12.50 12,870.97 12.50
				\$55,445.44
DEPARTMENT OF ANIMAL CARE & CONTROL	11252023	111-7010-421.56-41	ANIMAL CARE AND CONTROL	21,473.52
				\$21,473.52
DEPARTMENT OF INDUSTRIAL RELATIONS	OSIP71446	111-9030-413.52-30	PUBLIC ANNUAL REPORT	31,321.32
				\$31,321.32
DF POLYGRAPH	2023/9	111-7010-421.56-41	POLYGRAPH EXAMINATION	600.00
				\$600.00
DUNN EDWARDS CORPORATION	2009A20611 2009A20827	111-8095-431.61-50 111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL PAINT FOR GRAFFITI REMOVAL	726.45 945.21
				\$1,671.66
ESTELA RAMIREZ	5281	111-6060-466.33-20	AEROBIC BODY TRAINING	504.00
				\$504.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE12012023 HPE12012023 HPE12012023 DAR12012023 HPE12012023	111-0000-362.20-15 111-8010-431.56-43 111-8085-431.56-43 111-8085-431.56-45 219-0000-340.30-00	FIXED ROUTE SVCS NOVEMBER FIXED ROUTE SVCS NOVEMBER FIXED ROUTE SVCS NOVEMBER DIAL A RIDE JANUARY FIXED ROUTE SVCS NOVEMBER	-2,500.00 38,728.67 77,457.33 69,183.33 -1,256.00
				\$181,613.33
FIRST SECURITY FINANCE INC	HPCA2007-1 HPCA2007-1	275-9741-465.80-31 275-9741-465.80-30	2007 LEASE BOND PAYMENT 2007 LEASE BOND PAYMENT	480,870.95 35,400.67
				\$516,271.62
F.S.O.C. LLC	1893	111-7010-421.73-10	PURCHASE REPLACEMENTS	25,403.45
				\$25,403.45
FAIR HOUSING FOUNDATION	12072023	239-5210-463.57-87	PERSONNEL COST OPERATION	1,655.94
				\$1,655.94
FM THOMAS AIR CONDITIONING INC	46032	111-8022-419.73-10	HVAC SYSTEM REPLACEMENT	74,255.00
				\$74,255.00
GALLS LLC	026329500 026329501	111-7010-421.61-20 111-7010-421.61-20	UNIFORM SUPPLIES FOR PD UNIFORM SUPPLIES FOR PD	7.54 158.75
				\$166.29
GEORGE CHEVROLET	152355CVW	741-8060-431.43-20	CAR PARTS FOR PW UNITS	369.31
				\$369.31

City of Huntington Park
Demand Register
December 19, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GEOSYNTEC CONSULTANTS, INC.	21532060	111-5010-419.56-41	CONSULTING SERVICES	11,461.09
				\$11,461.09
GOVERNMENT STAFFING SERVICES, INC	130338	787-8914-499.56-41	CONSULTING SERVICES	4,186.25
	130339	787-8914-499.56-41	CONSULTING SERVICES	9,215.00
				\$13,401.25
GRAINGER	9866467906	111-7010-421.43-20	FUSES FOR MULTIPLE PD UNIT	50.73
	9917960065	111-8010-431.61-20	CHRISTMAS DECOR SUPPLIES	313.06
	9916106389	741-8060-431.43-20	SUPPLIES FOR PARADE	87.09
	9916500797	741-8060-431.43-20	FLEET SUPPLIES	606.39
				\$1,057.27
GUTIERREZ BACKGROUND INVESTIGATIONS	2023-11	111-7010-421.56-41	FULL BACKGROUND	1,000.00
	2023-12	111-7010-421.56-41	FULL BACKGROUND	1,000.00
				\$2,000.00
HASA, INC.	905752	681-8030-461.41-00	SODIUM HYPOCHLORITE 14	270.61
	905754	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	408.59
	931731	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	217.91
	931732	681-8030-461.41-00	SODIUM HYPOCHLORITE 14	189.43
	932904	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	422.21
	932906	681-8030-461.41-00	SODIUM HYPOCHLORITE 14	294.96
	933995	681-8030-461.41-00	SODIUM HYPOCHLORITE 14	135.30
	933996	681-8030-461.41-00	SODIUM HYPOCHLORITE 18	435.83
	933997	681-8030-461.41-00	SODIUM HYPOCHLORITE 12	662.99
				\$3,037.83
HEALTH AND HUMAN RESOURCE CENTER	E0308351	111-0000-217.50-60	EMPLOYEE WELLNESS PRG	213.84
				\$213.84
HECTOR G. MORENO	5304	111-6060-466.33-20	TAEKWONDO CLASSES	960.00
	5305	111-6060-466.33-20	TAEKWONDO CLASSES	1,200.00
	5306	111-6060-466.33-20	TAEKWONDO CLASSES	960.00
				\$3,120.00
HOME DEPOT - PUBLIC WORKS	2032505	111-8010-431.61-20	ST OPERATION SUPPLIES	47.70
	2276334	111-8010-431.61-20	CAUTION/FLAGGING TAPE	83.53
	6010020	111-8010-431.61-20	CONCRETE TO FIX SIDEWALK	819.20
	6010019	111-8020-431.43-10	SUPPLIES FOR PUBLIC WORKS	668.93
	6525924	111-8022-419.43-10	HEATERS USED DURING PARAD	449.69
	8275845	111-8022-419.43-10	SUPPLIES FOR PUBLIC WORKS	595.21
	90359	111-8022-419.43-10	HEATERS USED DURING PARAD	360.31
	9275781	111-8022-419.43-10	SUPPLIES FOR PUBLIC WORKS	687.99
	1270235	111-8023-451.43-10	TRASH RECEPICALS PARKS	845.61
	1270304	111-8023-451.43-10	PLUMBING SUPPLIES	48.94
	7275152	111-8023-451.43-10	ITEM FOR COMM CENTER	168.30
	9274901	111-8023-451.43-10	SUPPLIES FOR PARKS	120.45
	4276264	111-8024-421.43-10	SUPPLIES FOR PD BUILDING	577.53
	5513693	111-8024-421.43-10	ITEMS FOR JAIL MAINTENANC	98.57
	8013638	111-8024-421.43-10	SUPPLIES FOR PD BUILDING	655.99

**City of Huntington Park
Demand Register
December 19, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HOME DEPOT - PUBLIC WORKS	6276821	111-8085-431.43-21	SUPPLIES FOR PUBLIC WORK	48.47
				\$6,276.42
IHSS	IHSS 1000-1427	113-9050-419.56-40	IHSS STIPEND PROGRAM	854,000.00
				\$854,000.00
INFRAMARK LLC	105999	283-8040-432.56-41	ROUTINE MAINTENANCE	14,297.04
	105999	681-8030-461.56-41	ROUTINE MAINTENANCE	110,211.74
				\$124,508.78
INFRASTRUCTURE ARCHITECTS INC	447	111-5010-419.56-41	ARCHITECTURAL SVCS	13,288.00
				\$13,288.00
INFRASTRUCTURE ENGINEERS	28843	111-5010-419.56-49	ENGINEERING PLANNING	616.00
	28845	111-5010-419.56-49	PLANNING SERVICES	17,640.00
	28857	111-5010-419.56-49	BUILDING SAFETY SVCS	48,337.50
	28865	111-5010-419.56-49	BUILDING SAFETY SVCS	31,269.28
	28905	111-5010-419.56-49	PLANNING SERVICES	16,268.00
	28915	111-5010-419.56-49	BUILDING AND SAFETY SVCS	46,305.00
	28953	111-5010-419.56-49	BUILDING AND SAFETY SVCS	42,707.30
	28961	111-5010-419.56-49	ENGINEERING PLANNING SVCS	1,386.00
	28954	111-8031-433.76-17	CIP 2022-12 WATER QUALITY	36,857.50
	28924	111-8080-431.56-62	CITY ENGINEERING SVCS	28,025.50
	28950	210-8080-434.56-41	CIP 2022-11	2,220.00
	28924	221-8010-431.56-41	CITY ENGINEERING SVCS	5,733.00
	28924	681-8030-461.56-41	CITY ENGINEERING SVCS	14,500.00
	28928	681-8030-461.56-41	SURVEY FOR PARCEL 6225-01	7,935.00
				\$299,800.08
INNER CITY VISIONS	1020	239-5210-463.56-41	HOMLESS OUTREACH COMM DEV	9,456.88
	1022	239-5210-463.56-41	HOMLESS OUTREACH COMM DEV	9,456.88
				\$18,913.76
J SQUARED	00125	681-8030-461.56-41	PROFESSIONAL SVCS	997.50
				\$997.50
JESUS OYARZABAL	1	111-0240-466.55-41	PARADE SERVICES	150.00
				\$150.00
JIMENEZ'S BRAKES & ALIGNMENTS INC	62346	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	155.00
				\$155.00
JOHNNY CARRILLO	11302023	111-7010-421.61-20	REIMBURSEMENT	20.00
				\$20.00
JONES LUMBER COMPANY, INC	326561	221-8010-431.61-21	LUMBER PACIFIC BLVD PARKL	4.04
	326562	221-8010-431.61-21	LUMBER PACIFIC BLVD PARKL	241.90
				\$245.94
JR MAWAS	168731-1	111-0240-466.55-41	LUNCH FOR STAFF PARADE	275.37
				\$275.37
JUAN BARRAGAN	12062023	111-0000-399.90-90	CLAIM SETTLEMENT	814.37
				\$814.37
JXTRA ENTERTAINMENT	045	111-6020-451.56-41	TREE LIGHTING DJ	640.00

City of Huntington Park
Demand Register
December 19, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JXTRA ENTERTAINMENT	046	111-6020-451.56-41	VETERANS DAY DJ	480.00
				\$1,120.00
KETCH-ALL COMPANY	60256	111-7010-421.56-41	ANIMAL CONTROL SUPPLIES	905.98
				\$905.98
KIMBALL MIDWEST	101639732	535-8016-431.61-45	ELECTRICAL SUPPLIES	252.47
	101641258	741-8060-431.43-20	FLEET SUPPLIES	564.87
	101642705	741-8060-431.43-20	FLEET SUPPLIES	262.27
				\$1,079.61
LA COUNTY SHERIFF'S DEPT	241088BL	111-7010-421.56-41	INMATE MEAL SEVICE	1,044.68
				\$1,044.68
LA TACTICAL CONSULTANTS	3326	111-7010-421.59-10	SWAT UPDATED COURSE	5,500.00
				\$5,500.00
LAN WAN ENTERPRISE, INC	74670 2 OF 2	111-7010-419.43-15	IT SERVICES MONTHLY FEE	26,361.30
	74695	111-7040-421.56-41	VMARE LICENSE SUBS	3,040.01
	74670 1 OF 2	111-9010-419.43-15	IT SERVICES MONTHLY FEE	26,361.30
	74687	787-8915-499.56-41	WIFI PROJECT	519,933.00
	74721	111-9010-419.43-15	IT SERVICES MONTHLY FEE	3,498.00
				\$579,193.61
LARRY SAVALA III	12052023	111-6010-466.55-35	PARADE PRODUCTION BALANCE	9,250.00
	12052023-	111-6010-466.55-35	PARADE PRODUCTION BALANCE	1,300.00
				\$10,550.00
LB JOHNSON HARDWARE CO.	129732	111-8024-421.43-10	MATERIALS FOR PD	21.89
				\$21.89
LEONARDO REAL ESTATE AND INVESTMENT	38726	285-0000-228.75-00	C & D REFUND FOR PROJECT	1,500.00
				\$1,500.00
LIEBERT CASSIDY WHITMORE	250407	111-0220-411.32-70	LEGAL SVCS AUGUST 2023	6,643.50
				\$6,643.50
LOUUIS ELECTRIC POWER LIGHTING CO.	2231	239-5030-463.56-41	CITY WIFI PROJECT 2023	508,200.00
				\$508,200.00
LUXURY AUTO BODY	PW6036	111-7010-421.43-20	MECAHNICAL WORK PD UNIT	14,691.95
	PW6037	111-7010-421.43-20	COSMETIC WORK FOR PD UNIT	1,593.41
	PW6037	111-7010-421.43-20	MECHANICAL WORK PD UNIT	6,046.15
				\$22,331.51
MANMADE ENTERTAINMENT PRODUCTIONS INC	2915	111-0240-466.55-41	SANTAS FLOAT XMAS PARADE	8,500.00
				\$8,500.00
MARGARITA LOPEZ	2000013.004	111-0000-347.50-00	CLASS REFUND	45.00
				\$45.00
MERRIMAC ENERGY GROUP	2228299	741-8060-431.62-30	FUEL PURCHASE	25,176.38
				\$25,176.38
METROPOLITAN TRANSPORTATION	4926-AR13225	111-8080-431.61-20	ANNUAL SUBSCRIPTION	2,000.00
				\$2,000.00
MICHAEL BAKER INTERNATIONAL INC.	1198739	239-5030-465.56-41	PROFESSIONAL SVCS	19,400.00

**City of Huntington Park
Demand Register
December 19, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MICHAEL BAKER INTERNATIONAL INC.	1198742	239-5030-465.56-41	PROFESSIONAL SVCS	3,940.00
				\$23,340.00
MOTOROLA SOLUTIONS, INC	8281773031	111-7010-421.73-10	EQUIPMENT FOR POLICE DEPT	1,875.35
				\$1,875.35
MOUNT BORON	#0019886	111-0000-322.10-10	REFUND FOR PERMIT FEES	7,566.30
				\$7,566.30
MY FAIRYTALE CARRIAGE CO	1223	111-6010-466.55-35	HORSE CARRIAGE PARADE	3,500.00
				\$3,500.00
MYERS AND SONS HI-WAY SAFETY, INC	150683	111-8010-431.61-20	MATERIALS XMAS PARADE	1,000.84
	150824	221-8012-429.61-20	MATERIALS ST SIGNS	754.11
	150927	221-8012-429.61-20	ST CLOSURE SIGNS	873.16
				\$2,628.11
NACHO'S LOCK & KEY SERVICE	182410	111-8022-419.43-10	SVC CALL FOR CITY HALL	870.00
				\$870.00
NATIONWIDE ENVIRONMENTAL SERVICES	33588	111-8070-431.56-41	BUS SHELTER CLEANING SVCS	21,228.39
	33587	221-8010-431.56-41	ST SWEEPING SVCS NOV	62,447.70
				\$83,676.09
NICK ALEXANDER RESTORATION	0042	111-7010-421.43-20	CAR PARTS FOR PD UNITS	350.00
	0043	111-7010-421.43-20	CAR PARTS FOR PD UNITS	150.00
	0045	741-8060-431.43-20	CAR PARTS FOR PW UNITS	350.00
				\$850.00
NICK NICHOLS	11132023	111-7010-421.59-10	PER DIEM REIMBURSEMENT	312.50
				\$312.50
NIGHTFLARE	12122023	111-0310-466.55-57	SPONSORSHIP FOR ARTSPACE	900.00
				\$900.00
NORTH STAR LAND CARE	1601-657	535-8090-452.56-60	LANDSCAPING SVCS NOV.	37,617.75
	1601-666	535-8090-452.56-60	TREE MAINTENANCE SVCS	32,400.00
				\$70,017.75
OEM AUTO PAINT SUPPLIES	156508	111-8023-451.43-10	PAINTED TRASH REC SLT LAK	394.20
				\$394.20
OK PRINTING DESIGN & DIGITAL PRINT	3210	111-7030-421.61-20	ENVELOPES FOR POLICE DEPT	453.30
				\$453.30
PITNEY BOWES	3106392434	111-7040-421.56-41	DIGITAL MAILING SYSTEM	593.32
	3106398223	111-9010-419.53-20	LEASE INVOICE	561.29
				\$1,154.61
PRO FORCE LAW ENFORCEMENT	500968	111-7010-421.61-20	TRIJICON SUPPRESSOR	-560.00
	507047	111-7010-421.61-20	TRIJICON SUPPRESSOR	-270.00
	536085	111-7010-421.61-20	TRIJICON SUPPRESSOR	872.03
				\$42.03
PSYCHOLOGICAL CONSULTING ASSOC, INC	526811	111-7010-421.56-41	PRE EMPLOYMENT EVALUATION	462.00
				\$462.00
R & A TANK TECHNOLOGIES LLC	111523-35	741-8060-431.43-20	MAINT SVCS FUEL TANK	150.00
				\$150.00

City of Huntington Park
Demand Register
December 19, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
RANDALL HENRIQUEZ	11132023	111-7010-421.59-10	PER DIEM REIMBURSEMENT	312.50
RIO HONDO COLLEGE	F23-134-ZHPK	111-7010-421.59-10	COURSE ENROLLMENT	\$312.50
				50.00
RMS LIFE SAFETY	2127790	111-5010-419.56-41	PROGRESS BILL APP NO. 1	\$50.00
				142,777.40
RON TURLEY ASSOCIATES, INC.	66136	741-8060-431.43-20	SOFTWARE UPDATE FLEET DIV	\$142,777.40
				2,750.00
SANTI THE TINT KING	561	111-7010-421.43-20	PD WINDOW TINT	\$2,750.00
	562	111-7010-421.43-20	PD WINDOW TINT	285.00
	563	111-7010-421.43-20	PD WINDOW TINT	200.00
				285.00
SCHOLASTIC INC.	LP45285	111-6060-466.61-20	AFTERSCHOOL BOOKS	\$770.00
				178.92
SEVILLE GARDENS LLC	09012023	239-5280-490.51-05	EMERG HOUSING ASST PRG	\$178.92
	10012023	239-5280-490.51-05	EMERG HOUSING ASST PRG	1,150.00
	11012023	239-5280-490.51-05	EMERG HOUSING ASST PRG	1,150.00
				1,150.00
SINATRA UNIFORM, INC	SU11293	111-7010-421.61-20	NEW UNIFORM	\$3,450.00
				408.11
SMART & FINAL	40022	111-0110-411.66-05	ITEM FOR COUNCIL MEETING	\$408.11
	40022	111-0240-466.55-41	ITEMS FOR HOLIDAY PARADE	57.24
	4790010012903	111-6065-451.57-46	EVENT SUPPLIES	160.02
	3192200018702	111-7010-421.61-20	POLICE PANEL/ CITY HALL	26.06
	3192200024901	111-7010-421.61-20	COMM POLICE ACADEMY GRADU	24.94
				70.46
				\$338.72
SONSRAY MACHINERY, LLC	PSO101504-1	741-8060-431.43-20	PARTS TO FIX TRACTOR	4,157.48
	PSO106373-1	741-8060-431.43-20	PARTS TO FIX TRACTOR	939.20
	PSO106377-1	741-8060-431.43-20	PARTS TO FIX TRACTOR	458.18
	PSO106869-1	741-8060-431.43-20	PARTS TO FIX TRACTOR	103.51
	PSO108682-1	741-8060-431.43-20	PARTS FOR PW TRACTOR	619.89
				\$6,278.26
SOUTHSTAR ENGINEERING & CONSULTING	COHP-CYCLE4-06	787-8902-499.76-21	CIP 2018-11 ATP CYCLE IV	\$40,135.00
				\$40,135.00
SPARKLETT'S	15142085113023	111-9010-419.61-20	DRINKING WATER CITY WIDE	747.77
	15142085113023-	111-9010-419.61-20	DRINKING WATER CITY WIDE	68.93
	15142085113023.	111-9010-419.61-20	DRINKING WATER CITY WIDE	68.93
				\$885.63
STACY MEDICAL CENTER	3160-52584	111-7010-421.56-41	PREBOOKING EXAM	293.25
	3160-53333	111-7010-421.56-41	CUSTODY BLOOD DRAW	1,006.25
				\$1,299.50
STANDARD INSURANCE COMPANY	3789170002-	111-0000-217.50-70	STANDARD LIFE INSURANCE	3,633.54
				\$3,633.54
STAPLES ADVANTAGE	8072419632	111-0110-411.66-05	OFFICE SUPPLIES CITY WIDE	24.91

**City of Huntington Park
Demand Register
December 19, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STAPLES ADVANTAGE	8072419632	111-0310-413.61-20	OFFICE SUPPLIES CITY WIDE	99.17
	8072419632	111-1010-411.31-10	OFFICE SUPPLIES CITY WIDE	352.50
	8072419632	111-1010-411.61-20	OFFICE SUPPLIES CITY WIDE	12.33
	8072419632	111-2030-413.61-20	OFFICE SUPPLIES CITY WIDE	46.62
	8072419632	111-3010-415.61-20	OFFICE SUPPLIES CITY WIDE	265.47
	8072419632	111-5010-419.61-20	OFFICE SUPPLIES CITY WIDE	354.86
	8072419632	111-6010-451.61-20	OFFICE SUPPLIES CITY WIDE	324.38
	8072419632	111-7010-421.61-20	OFFICE SUPPLIES CITY WIDE	334.63
				\$1,814.87
STAR2STAR COMMUNICATIONS LLC	SUBC00012043	111-9010-419.53-10	MONTHLY FEES DECEMBER	10,832.73
				\$10,832.73
STATE HUMANE ASSOCIATION OF CA	200004728	111-7010-421.59-10	ANIMAL CONTROL	144.10
				\$144.10
STATE WATER RESOURCES CONTROL	WD-0230941	681-8030-461.42-05	ANNUAL PERMIT FEE	20,085.00
				\$20,085.00
SUNBELT RENTALS INC	147208202-0001	111-9010-419.53-10	RENTAL LIFT FOR XMAS PARA	3,803.37
				\$3,803.37
SUPERION, LLC	398330	111-9010-419.43-15	FINANCIAL SYSTEM DEC.	14,885.88
				\$14,885.88
T-MOBILE USA	10/21/23-11/20	111-9010-419.53-10	CITY WIDE PHONES	500.65
	10/21/23-11/20/	111-9010-419.53-10	PUBLIC WORK PHONES	1,304.68
	11212023	111-9010-419.53-10	MOBILE SERVICES FOR PARKS	551.84
				\$2,357.17
T2 SYSTEMS CANADA INC.	IRIS0000128657	111-5055-419.56-41	DIGITAL IRIS DECEMBER '23	2,370.00
				\$2,370.00
TEN-X AMMUNITION INC	12441	111-7010-421.61-20	AMMUNITION FOU TRAINING	397.84
				\$397.84
THE PURE IMAGINATION PARTY COMPANY	003267	111-0240-466.55-41	HOLIDAY PARADE SANTA SVCS	466.59
				\$466.59
TOMAS PEREZ	10172023	111-7010-421.59-10	MILEAGE/ PER DIEM REIMB	250.95
	11132023	111-7010-421.59-10	PER DIEM REIMBURSEMENT	312.50
				\$563.45
TOWN HALL STREAMS	15321	111-1010-411.56-41	FACEBOOK LIVE	300.00
				\$300.00
TYLER TECHNOLOGIES, INC.	045-441925	113-9050-419.43-15	FINANCIAL SYSTEM	1,480.00
	045-443537	113-9050-419.43-15	FINANCIAL SYSTEM	1,480.00
	045-444275	113-9050-419.43-15	FINANCIAL SYSTEM	3,360.00
	045-445343	113-9050-419.43-15	FINANCIAL SYSTEM	2,057.89
				\$8,377.89
U.P.D INC	344539	111-6020-451.61-35	PURCHASING TOYS XMAS TOY DRIVE	20,666.58
				\$20,666.58
U.S. ARMOR CORPORATION	44207 1 OF 2	111-7010-421.73-10	BULLET PROOF VEST	388.41
	44280 1 OF 2	111-7010-421.73-10	BULLET PROOF VEST	427.25
	44281 1 OF 2	111-7010-421.73-10	BULLET PROOF VEST	388.41

City of Huntington Park
Demand Register
December 19, 2023

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. ARMOR CORPORATION	44352	111-7010-421.73-10	BULLET PROOF VEST	394.49
	44422	111-7010-421.73-10	BULLET PROOF VEST	776.82
	44207 2 OF 2	111-7030-421.56-41	BULLET PROOF VEST	388.41
	44280 2 OF 2	111-7030-421.56-41	BULLET PROOF VEST	427.25
	44281 2OF 2	111-7030-421.56-41	BULLET PROOF VEST	388.41
				\$3,579.45
U.S. BANK EQUIPMENT FINANCE	516986775	111-0210-421.44-10	IBE DIGITAL FINANCING	2,688.10
				\$2,688.10
UPWARD SOLUTIONS	23-1105	111-5010-419.56-41	PROJECT ADVOCACY ANDLABOR	5,000.00
				\$5,000.00
VALERIA SILVA	2000012.004	111-0000-228.20-00	RESERVATION DEPOSIT REFUND	500.00
				\$500.00
VALLEY ALARM	1146618	111-8020-431.56-41	FIRE SECURITY ALARM SYSTEM	665.34
	1146618	111-8022-419.56-41	FIRE SECURITY ALARM SYSTEM	665.33
	1146618	111-8023-451.56-41	FIRE SECURITY ALARM SYSTEM	715.28
				\$2,045.95
VICTOR REYES ROSAS	1	111-0240-466.55-41	FOOD CATERING-PARADE	4,091.38
				\$4,091.38
VISION SERVICE PLAN-CA	819265362	111-0000-217.50-30	MONTHLY VISION SVC PREMIUM	7,397.98
	819265368	111-0000-217.50-30	MONTHLY VISION COBRA	134.78
				\$7,532.76
WATER REPLENISHMENT DISTRICT OF	W3B0416	681-8030-461.42-05	GROUNDWATER MONITORING PRG	1,796.00
	W3B0417	681-8030-461.42-05	GROUNDWATER MONITORING PRG	3,125.00
	W3B2228	681-8030-461.42-05	GROUNDWATER MONITORING PRG	48.00
	W3C2619	681-8030-461.42-05	GROUNDWATER MONITORING PRG	48.00
	W3E2033	681-8030-461.42-05	GROUNDWATER MONITORING PRG	2,010.00
	W3E2898	681-8030-461.42-05	GROUNDWATER MONITORING PRG	48.00
	W3F1878	681-8030-461.42-05	GROUNDWATER MONITORING PRG	48.00
	W3G0669	681-8030-461.42-05	GROUNDWATER MONITORING PRG	325.00
	W3G2568	681-8030-461.42-05	GROUNDWATER MONITORING PRG	200.00
	10312023	681-8030-461.56-41	GROUNDWATER PRODUCTION	95,183.46
				\$102,831.46
WEST GOVERNMENT SERVICES	849366929	111-7040-421.56-41	MONTHLY ONLINE RESEARCH	1,716.80
				\$1,716.80
WEX BANK	93744258	111-7010-421.43-20	FUEL PURCHASE FOR DEPT	524.17
				\$524.17
YASMIN CRUZ	5298	111-6060-466.33-20	BALLET CLASSES	384.00
	5299	111-6060-466.33-20	BALLET CLASSES	320.00
	5300	111-6060-466.33-20	BALLET CLASSES	224.00
				\$928.00
				\$4,784,157.06

ITEM 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 19, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO DRAFT, UPDATE AND COMPLETE THE WATER MASTER PLAN

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the professional services agreement (PSA) to draft, update and complete the Water Master Plan to Cannon Corporation as the most responsive and responsible proposer for a not-to-exceed amount of \$599,059 payable from Account No. 283-8040-432.76-11 (\$299,059) and Account No. 681-8030-461.76-11 (\$300,000); and
2. Authorize the City Manager to execute the PSA.

BACKGROUND

The goals of the master plan are to develop a 20-year capital improvement program to:

- Meet water demand.
- Improve the resiliency of existing infrastructure.
- Ensure compliance with current and potential future regulations.
- Better understand the needs and priorities of the entire water system.
- Provide cost estimates for the recommended improvements to guide the City's capital improvement program (CIP).

The master plan includes:

- Assessment of the existing water network that includes the pump stations, water distribution system and storage tanks to identify problems arising from the aging infrastructure.
- Water quality, regulatory, facilities, and water distribution system improvements and additional staff to implement a 20-year CIP.
- Calculations and analysis to examine current and 20-year forecasted water supply and demand.
- Solid basis for a financial plan and future water rate evaluation and study.

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO DRAFT, UPDATE AND COMPLETE THE WATER MASTER PLAN

December 19, 2023

Page 2 of 3

A water rate study is integral as this evaluates the current costs and revenues of the water system. The master plan develops a financial plan and rate strategy that meets the needs of the City's water consumers. A water rate study includes factors such as water supply, water quality, capital projects, debt obligations, and cost of service standards. A water rate study may result in rate adjustments or increases to prevent a shortfall in the water fund balance or to fund water system upgrades and replacements. Though this data is shared with the City Council and the City Council ultimately decides a course of action after obtaining all the information. Proposition 218 is in effect with respect to any changes associated with the water rates.

At the September 19, 2023 City Council meeting, the City Council authorized staff to seek proposals from qualified water engineering firms with knowledge of water wells, booster pumps, change in water contaminants, delta changes in water levels, conservation efforts, etc. to determine the best course of action when allocating funds to maximize water production and ensure the safety of our patrons when drinking tap water.

On September 22, 2023, the City Clerk's Office published the Request for Proposal (RFP) in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media. The RFP provides the guidance expected of professional engineering firms that perform similar types of work.

City Clerk published the RFP a second time on November 20, 2023, extending the due date to December 12, 2023. The City received two (2) proposals on this date and the following are the rankings based on the scoring criteria.

1. Cannon Corporation:	\$599,059
2. West & Associates Engineering, Inc.:	\$285,000

City staff has relayed that support from an outside contractor is necessary to complete the tasks as outlined in the RFP. Staff evaluated West & Associates Engineering, Inc.'s proposal and felt that it lacked the necessary timeline and commitment as described in the RFP to complete the necessary tasks to evaluate the entire water network. Based on the proposals evaluated, it is staff's recommendation to award the professional services agreement to Cannon Corporation. Consultant is slated to commence the investigation and provide viable engineering recommendations based on applicable industry standards.

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 in Government Code sections 4525 et seq., also known as the Mini Brooks Act. City is awarding Cannon Corporation the PSA based on demonstrating competence and qualifications for these types of services.

FISCAL IMPACT

CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO DRAFT, UPDATE AND COMPLETE THE WATER MASTER PLAN

December 19, 2023

Page 3 of 3

Project funding will utilize Account No. 283-8040-432.76-11 (\$299,059) and Account No. 681-8030-461.76-11 (\$300,000) as adopted in the Fiscal Year 2023-2024 budget. Staff recommends awarding the contract agreement to Cannon Corporation as the most responsive and responsible proposer for a not-to-exceed amount of \$599,059.

CONCLUSION

Upon receiving City Council directions, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S):

1. Cannon Corporation Professional Services Agreement
2. West & Associates Engineering, Inc. Proposals

ATTACHMENT 1



PROFESSIONAL SERVICES AGREEMENT WATER MASTER PLAN

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **19th day of December 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Cannon Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **December 19, 2023** and end on **December 31, 2024**. It is the CONSULTANT'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement (**Ending December 31, 2024**). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONSULTANT'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$599,059** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

2.10. **INDEPENDENT CONSULTANT STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT and SUB-CONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT

shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONSULTANT or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

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

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

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

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

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

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

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

IV. INDEMNIFICATION

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

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

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

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

officers, employees, agents and volunteers.

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

V. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONSULTANT:

Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
Attn: Larry Kraemer, PE, Principal-in-Charge
Cell: (805) 503-3863
LarryK@CannonCorp.us

CITY:

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

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

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another and

shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

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

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

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

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

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

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

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

By: Ricardo Reyes
City Manager

Date: _____

CANNON CORPORATION:

By: Larry Kraemer, PE
Director, Public Infrastructure
Division/Principal-in-Charge

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

CANNON CORPORATION

• City of
Huntington Park

Proposal for
**Water Master Plan
and Rate Study**

Contents

- Section 1: Consultant's Background
- Section 2: Qualifications and Experience of Personnel
- Section 3: Project Approach
- Section 4: Proposed Personnel
- Section 5: References
- Section 6: Schedule and Schedule Control

Fee schedule/cost proposal submitted in a separate sealed envelope.

Cannon

Reliable Responsive Solutions

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

December 12, 2023

Subject: Proposal for Water Master Plan and Rate Study

Dear Mr. Roldan:

The City of Huntington Park (City) is seeking a Water Master Plan (WMP) and Rate Study to update the current and projected system capacity needs and demand, document the physical condition of the water system and identify future improvements including a comprehensive and prioritized ten-year Capital Improvement Plan. Once complete, the Water Master Plan will provide a road map to strategically improve the City's water system. The rate study will be the first step to determining the funding for the improvements identified for the Capital Improvement Plan.

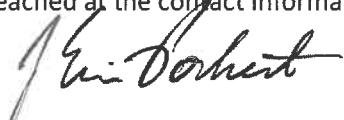
Our team offers the City the following benefits in preparing this practical planning document:

Expert Team with Proven Track Record: Led by Project Manager Eric Porkert, our team has effectively worked and collaborated on design implementations of similar facility upgrades and expansions (*read more on pages 25-30*). Tony Akel, from Akel Engineering Group, brings extensive experience in each aspect of water facility evaluations and planning studies. **Together, the team has worked on preparing over 400 infrastructure master planning documents for agencies.**

Knowledge and Familiarity with the City System: We are familiar with the City's system and are ready to hit the ground running. **Six members of the proposed Cannon Team provided engineering services on the City's Well No. 16 and Booster Station Project.** Additionally, our subconsultant Bartle Wells and Associates (BWA), worked on the previous financial analysis for the City. By selecting our team, the City will receive the benefits of a long-standing working relationship and history of collaboration.

Quality and Concise Deliverables: Our professional experience, approach to project management, master planning, and attention to detail will allow us to work efficiently, respond quickly, and communicate effectively with quality deliverables.

We have further detailed these key benefits in the Approach section of this proposal. We are confident that our team is the right choice to complete this project successfully. We look forward to continuing to serve the City. We can be reached at the contact information provided below for further discussions about this project.

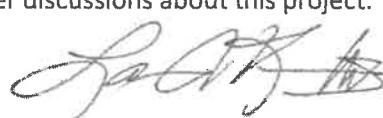


J. Eric Porkert, PE Project Manager

11900 W Olympic Blvd., Ste. 530, Los Angeles, CA 90064

☎ 310.382.5121 ☎ 310.633.4913

✉ EricP@CannonCorp.us



Larry Kraemer, PE*

Director, Public Infrastructure Division/Principal-in-Charge

1050 Southwood Drive, San Luis Obispo, CA 93401

☎ 805.503.4542 ☎ 805.503.3863 ✉ LarryK@CannonCorp.us

**Officer of the firm, authorized to bind the consultant to all of the commitments made in the submittal.*

Cannon has read, understands, and agrees to all statements in this request for proposal and acknowledges receipt of all addendum/amendments as well as to the terms, conditions, and attachments referenced.

Cannon

Cannon Corporation – Providing Reliable Responsive Solutions since 1976

Seamless Team

In collaboration with Akel, we have assembled a seamless team to service the needs of this project. Our team includes:

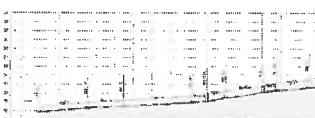
Team	Service
Cannon	Water Infrastructure Master Planning
Akel	Water Resource Specialists/Hydraulic and GIS Analysis
V&A Consulting Engineers	Physical Condition Assessment
WQTS	Water Quality Analysis and Regulations Permitting
BWA	Water Rate Study and Fee

As a full-service engineering, surveying, and construction management firm, we take pride in our ability to offer a broad range of services. Our commitment to providing *Reliable Responsive Solutions*, whether the project scope is expansive or more specialized, spans 47 years.

Our staff of professionals includes registered civil, structural, mechanical, and electrical engineers; instrumentation and controls (SCADA) specialists; construction managers and inspectors; and licensed land surveyors. We have specialists in water resources, hydrology and hydraulics; water utilities, sewer and dry utilities; street rehabilitation, drainage design, sewer design, and roadway design; resource coordination; and construction scheduling and inspections.

Experience Counts

Cannon offers relevant expertise in the following areas:



Assessment and Hydraulic Modeling



Water Distribution System Planning



Regulatory Documents



Water Pipelines and Conveyance Systems

Office Locations

Services for the City will be provided primarily from our Los Angeles office with support from our other offices.

Los Angeles

11900 W Olympic Blvd.
Suite 530
Los Angeles, CA 90064
810.664.1166

Ventura

305 S Kalorama St.
Suite A
Ventura, CA 93001
805.503.4590

Irvine

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

San Luis Obispo

1050 Southwood Dr.
San Luis Obispo, CA 93401
805.544.7407

Experience With Public Agencies and Utilities

Cannon has had the opportunity to build professional relationships with many cities, water districts, counties, and local agency representatives. The following abbreviated list presents a summary of some of those agencies:

- City of Los Angeles
- County of Los Angeles
- City of El Monte
- Santa Clarita Valley Water Agency
- Las Virgenes Municipal Water District
- Montecito Water District
- Calleguas Municipal Water District
- Camrosa Water District
- Casitas Municipal Water District
- Crescenta Valley Water District
- Golden State Water Company
- Goleta Water District
- Monte Vista Water District
- County of San Luis Obispo
- City of Buellton
- City of Carpinteria
- City of Fullerton
- City of Goleta
- City of Solvang
- City of Garden Grove
- City of Ventura
- County of Ventura
- County of Santa Barbara

Subconsultants



Akel Engineering Group, Inc. (Akel)

Akel Engineering Group, Inc. (Akel) is a specialty engineering firm with over 50 years of combined staff experience providing consulting services in water resources infrastructure modeling and master planning.

Akel has developed a proven efficiency gained through many years of successful project management and implementation, and is recognized in the industry for our commitment to providing clients with high quality products. We proudly serve clients throughout the state of California, and we continually strive to bring industry leading products and expertise to each of our projects.

The firm's infrastructure planning services include hydraulic modeling, water quality modeling, risk and condition assessment, and infrastructure master planning for: water distribution, wastewater collection, non-potable/recycled water, irrigation, and storm drainage system master plans. Planning-related specialties include urban water management plans, water supply assessments, hydraulic model development and calibration, capital improvement budgets, cost sharing analysis, model conversions and GIS development and integration. A summary of Akel's master planning and hydraulic modeling experience is provided in Table 1 on the following page.

Akel maintains state-of-the-art hydraulic modeling, water quality modeling, surge analysis, and risk and condition assessment modeling applications. These software packages include Innovyze's InfoWater Pro, InfoSWMM, InfoSewer, InfoSURGE, and InfoAsset Planner.

Akel and Cannon Team Projects

- Newhall Service Area Water System Master Plan
- Happy Valley Drive Analysis
- Simi Valley – Los Angeles Avenue Hydraulic Model Analysis
- Simi Valley – Hydraulic Analysis at Pacific Communities – Tract 2908
- Hydraulic Analysis for Vernon Well 21
- SCVWA Hydraulic Analysis for Castaic Zone 3
- SCVWA Water System Master Plan Update
- Beverly Hills – Water System Hydraulic Analysis Hillside Protection for Zone 9
- Ritter Ranch – Planning Area 5 fire Flow
- Ritter Ranch Hydraulic Modeling
- AVEK – System Head Curves Hydraulic Modeling
- Camrosa Pressure Zone 4C and Hydropneumatic Pressure Zone Facility Analysis
- SCVWA Hydraulic Analysis for the Tick Canyon Development

Cannon has a successful working relationship with our subconsultant, Akel, spanning nearly two decades with multiple projects completed on time and within budget.

Cannon and Akel—together and on our own—have completed sewer master plans and master plan updates for numerous clients, each with follow-through for successful implementation of CIP programs.

Our firm's previous work, including sewer facility services, demonstrates our thorough knowledge of and familiarity with the City's system, goals, needs, standards, and staff. We will hit the ground running upon Notice to Proceed.

Cannon's Subconsultant Process

Each of our subconsultants are tied into the QA/QC process from the onset of the project by conducting Work Product Review Program; we consider them fully vested and accountable members of the Cannon Team. We share standards and requirements for the program at project outset and emphasize proactive communication throughout the project.

Domestic Water Systems

Hydraulic Modeling and Master Planning
Recent Experience within the past 5 years

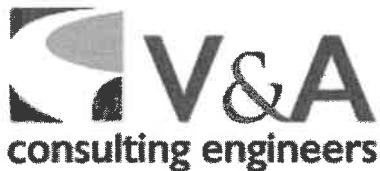
Software

Hydraulic Modeling: InfoWater Pro and WaterCAD
Risk and Condition Assessment: InfoAsset Planner and
AquaTwin Asset

Project Elements

Land Use Characteristics/Inventory	Demand Coefficients Analysis/Projections	Hydraulic Model Development/Calibration	Hydraulic Modeling and Analysis	Storage Analysis	Fire Flow Analysis	Water Supply Capacity	Surge Analysis	Water Quality Analysis	Recommend Infrastructure Improvements and Phasing	Capital Improvement Program with AB 1600	Hydraulic Model Training	Risk and Condition Assessment
------------------------------------	--	---	---------------------------------	------------------	--------------------	-----------------------	----------------	------------------------	---	--	--------------------------	-------------------------------

Client	Project	Land Use Characteristics/Inventory	Demand Coefficients Analysis/Projections	Hydraulic Model Development/Calibration	Hydraulic Modeling and Analysis	Storage Analysis	Fire Flow Analysis	Water Supply Capacity	Surge Analysis	Water Quality Analysis	Recommend Infrastructure Improvements and Phasing	Capital Improvement Program with AB 1600	Hydraulic Model Training	Risk and Condition Assessment
City of Pleasanton, CA	2023 Water System Master Plan	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Santa Ana, CA	2021-2023 Water Hydraulic Model Evaluation Study	•	•	•	•	•	•	•	•	•	•	•	•	•
East Orange County Water District, CA	2022-2023 Fire Flow Analysis and Proposed improvements	•	•	•	•	•	•	•	•	•	•	•	•	•
Coachella Valley Water District, CA	2021 Hydraulic Model Re-Calibration and Ongoing Technical Support 2016 Chromium 6 Well Treatment Analysis 2015 GIS-Based Hydraulic Model Development and Evaluations 2016-2023 Ongoing Technical Support	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Fresno, CA	2017 Renewal and Replacement Plan Development 2016 GIS-Based Hydraulic Model Development and Evaluations	•	•	•	•	•	•	•	•	•	•	•	•	•
San Lorenzo Valley Water District, CA	2021 Water System Master Plan	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Morgan Hill, CA	2017-2023 On-Call Support 2021 Water System Master Plan	•	•	•	•	•	•	•	•	•	•	•	•	•
Santa Clarita Valley Water Agency, CA	2016-2023 Water System Master Plan Updates and Ongoing Technical Support 2016 Newhall Water System Master Plan Update	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Gilroy, CA	2023 Water System Master Plan	•	•	•	•	•	•	•	•	•	•	•	•	•
Marina Coast Water District, CA	2021 On-Call Support 2019 Master Plans and Capacity Fees for Sewer, Water and Recycled Water 2023 Water System Master Plan and Rate/Capacity Fees Study	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Pittsburg, CA	2015 Water System Master Plan	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Whittier, CA	2017-2023 Water Master Plan Peer Review and On-Call Hydraulic Modeling Services	•	•	•	•	•	•	•	•	•	•	•	•	•
Town of Hillsborough, CA	2015-2021 Hydraulic Analysis in Support of Project Improvements	•	•	•	•	•	•	•	•	•	•	•	•	•
California Water Service Company, CA	2021 Bakersfield Hydraulic Model Development and Calibration 2020 Travis Air Force Base Hydraulic Model	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Woodlake, CA	2021 Hydraulic Model Development and Calibration	•	•	•	•	•	•	•	•	•	•	•	•	•
Camrosa Water District, CA	2021 Pressure Zone 4C Tank and Pump Station Analysis	•	•	•	•	•	•	•	•	•	•	•	•	•
Crescenta Valley Water District, CA	2020-2023 On-Call Fire Flow Analysis 2019 Water System GIS and Hydraulic Model Update	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Hanford, CA	2020 Water System Master Plan	•	•	•	•	•	•	•	•	•	•	•	•	•
City of San Juan Bautista, CA	2020 Water and Wastewater Master Plans	•	•	•	•	•	•	•	•	•	•	•	•	•
West Valley Water District, CA	2020 Water System Master Plan and On-Call Support	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Madera, CA	2017-2018 Condition Assessment and Asset Management Plan 2014-2016 Water System Master Plan and related studies	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Clovis, CA	2017 Water System Master Plan	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Arcadia, CA	2015-2023 On-Call Hydraulic Model Technical Support and Training	•	•	•	•	•	•	•	•	•	•	•	•	•



V&A Consulting Engineers (V&A)

V&A has over 43 years of corrosion engineering experience, including cathodic protection (CP), and specializing in evaluating, rehabilitating, and preserving municipal infrastructure. V&A assists clients in evaluating and extending the remaining useful life of aging infrastructure, primarily in the water, wastewater, and transit industries. V&A delivers engineering services for projects involving corrosion engineering, condition assessment, coating system management, civil/environmental engineering, construction engineering and inspection, data science, flow monitoring, odor control, and surveying and mapping.

V&A has conducted condition assessments of coated and uncoated steel and concrete structures. Their expertise with materials, properties, and how the environment effects these differentiates them from traditional engineering firms. This results in valuable recommendations and design services for infrastructure rehabilitation or replacements. Their typical projects include the following: pipelines, tunnels, tanks, digesters, outfall pipelines, water treatment plants, wastewater treatment plants, and pump stations.

V&A's engineers and field technicians are confined space trained and certified, and committed to safety. Their team members are certified through the Association of Materials Protection and Performance (AMPP). Their clients are confident that the data collected, and recommendations provided, meet rigorous quality standards.

Services Provided

- Civil/Environmental Engineering
- Coating System Management
- Condition Assessment
- Construction Engineering & Inspection
- Corrosion Engineering
- Data Science
- Flow Monitoring
- Odor Control
- Surveying & Mapping



Water Quality & Treatment Solutions, Inc. (WQTS)

WQTS is a specialty environmental engineering and science company located in Los Angeles, California. Their mission over the past 20 years has been to evaluate, develop, and support the implementation of innovative and cost-effective solutions to water quality and water treatment challenges facing water agencies.

WQTS provides a wide range of services to clients, including the following:

- Bench-, pilot-, and full-scale water treatment optimization studies
- Troubleshooting of full-scale water treatment plant performance
- Evaluation of water quality changes in distribution systems
- Regulatory compliance planning & review
- Evaluation of treatment alternatives for emerging contaminants
- Corrosion control studies
- Watershed Sanitary Surveys
- Outreach support to customers and policy makers on water quality matters
- Staff training on water quality and water treatment

WQTS' facility in Los Angeles includes a fully equipped experimental laboratory for conducting bench-scale studies on water treatment technologies including adsorption on activated carbon, ion exchange, ozonation, coagulation, flocculation, sedimentation, formation of disinfection by-products, evaluation of adsorptive media, and destruction of chemical contaminants. Most recently, they have conducted a significant amount of bench-scale testing to evaluate the removal of PFAS chemicals from contaminated groundwater.



Bartle Wells Associates (BWA)

BWA is an independent financial advisory firm with expertise in the areas of water, wastewater, stormwater, and solid waste finance. BWA was established in 1964 and has over 50 years of experience advising cities, special districts, and other agencies on the complexities and challenges in public finance. They have advised over 600 public agency clients throughout California and the Western United States. They have a diversity of abilities and experience to evaluate all types of financial issues faced by local governments and to recommend the best and most-practical solutions.

BWA has a highly qualified professional team of consultants whose educational backgrounds include finance, civil engineering, business, public administration, public policy, and economics.

BWA specializes in three professional services: utility cost-of-service rate and fee studies, financial plans, and project financing. They are one of the few independent financial advisors providing all three of these interrelated services to public agencies.

Their rate studies employ a cost-of-service approach and are designed to maintain the long-term financial health of a utility enterprise while being fair to all customers. They develop practical recommendations that are easy to implement and often phase in rate adjustments over time to minimize the impact on ratepayers. They also have extensive experience developing impact fees that equitably recover the costs of infrastructure required to serve new development. BWA has completed hundreds of utility rate and fee studies. They have helped communities implement a wide range of rate structures and are knowledgeable about the legal requirements governing rates and impact fees. They develop clear, effective presentations and have represented public agencies at hundreds of public hearings to build consensus for their recommendations.

Their project financing experience includes over 300 bond sales and numerous bank loans, lines of credit, and a range of state and federal grant and loan programs. To date, they have helped California agencies obtain over \$5B of financing via bonds, bank loans/private placements, lines of credit, low-rate State Revolving Fund Loans, and other funding programs.

Relevant Experience Matrix

The following matrix provides an overview of the qualifications and experience of personnel. We have provided resumes for key team members in Section 4.

Key Personnel	Education/Training	Registrations/ Certifications	Relevant Project Experience
J. Eric Porkert, PE <i>Main point of contact</i> Office: Los Angeles	<ul style="list-style-type: none"> • BS, Engineering 	<ul style="list-style-type: none"> • Registered Civil Engineer, CA, No. 57562 	<ul style="list-style-type: none"> • Newhall Service Area Water Master Plan, Los Angeles, CA • Deane Zone Tank, Pump Station, and Disinfection Facility, Santa Clarita, CA • Skyline Pump Station, Santa Clarita, CA • Sweetwater Mesa Pipeline and Reservoir, Malibu, CA
Tony Akel, PE <i>Water Resource Specialist / Lead Project Engineer</i> Office: Fresno	<ul style="list-style-type: none"> • MS, Civil Engineering • BS, Civil Engineering 	Registered Civil Engineer: <ul style="list-style-type: none"> • CA, No. C-41682 • Washington No. 46708 • NASSCO PACP U-0321-70401503 	<ul style="list-style-type: none"> • Water System Master Plan Updates/On-going Technical Support, Santa Clarita, CA • Water System Master Plan and On-going Technical Support, Rialto, CA • Domestic Water System Hydraulic Model Updates/On-going Tech. Support, Coachella, CA • Domestic Water System Hydraulic Model Updates/On-going Tech. Support, Coachella, CA
Brad Kooiman, PE <i>Project Engineer, Hydraulic and GIS Analyst</i> Office: Fresno	<ul style="list-style-type: none"> • BS, Civil Engineering 	<ul style="list-style-type: none"> • Registered Civil Engineer, CA, No. 82658 • NASSCO PACP U-0321-70401505 	<ul style="list-style-type: none"> • Water System Master Plan Updates/On-going Technical Support, Santa Clarita, CA • Water System Master Plan and On-going Technical Support, Rialto, CA • Domestic Water System Hydraulic Model Updates/On-going Tech. Support, Coachella, CA • Water System Hydraulic Model Update, Calibration, and Fire Flow Analysis and On-going Technical Support, Crescenza, CA

Relevant Experience Matrix (continued)

Key Personnel	Education/Training	Registrations/ Certifications	Relevant Project Experience
Cheng-Tu Tsou <i>Project Engineer, Hydraulic and GIS Analyst</i> Office: Fresno	<ul style="list-style-type: none"> • MS, Environmental Engineering • BS, Environmental Engineering 	N/A	<ul style="list-style-type: none"> • Domestic Water System Hydraulic Model Updates, Coachella Valley Water District, Coachella, CA • Water Master Plan, Pittsburg, CA • 2021 Water System Master Plan Update, Gilroy, CA • Water Master Plan Update and Hydraulic Modeling Analysis, Morgan Hill, CA
Brian Briones <i>Physical Condition Assessor</i> Office: San Diego	<ul style="list-style-type: none"> • BS, Civil and Environmental Engineering 	<ul style="list-style-type: none"> • AMPP Cathodic Protection Technician - CP2 #71075 • NASSCO Pipeline Assessment Certification U-216-07002781 • NASSCO Manhole Assessment Certification U-216-07002781 • NASSCO Lateral Assessment Certification U-216-07002781 • Confined Space Entry Certified • Basic CPR/First Aid 	<ul style="list-style-type: none"> • City of Redlands Wastewater Treatment Facility Phase 2 Improvements Assessment, Redlands, CA • Irvine Ranch Water District Detailed Condition Assessment of Steel Tanks Irvine, CA • Inland Empire Utilities Agency RP-1 Primary Clarifiers No. 9 & 10 Condition Assessment, Ontario, CA • Eastern Municipal Water District Perris Valley Regional Water Reclamation Facility, Perris, CA
Larry Kraemer, PE <i>Principal-in-Charge / QA/QC Engineer</i> Office: San Luis Obispo	<ul style="list-style-type: none"> • MS, Civil Engineering • BS, Agricultural Engineering 	<ul style="list-style-type: none"> • Registered Civil Engineer, CA, No. 44813 	<ul style="list-style-type: none"> • Newhall Service Area Water Master Plan, Los Angeles, CA • Diablo Canyon Power Plant (DCPP) Comprehensive Water and Sewer Master Plan, Avila Beach, CA • Master Utility Plan, San Luis Obispo, CA
Gary Roepke, PE <i>QA/QC Manager</i> Office: Los Angeles	<ul style="list-style-type: none"> • BS, Civil Engineering 	<ul style="list-style-type: none"> • Registered Civil Engineer, CA, No. 48693 	<ul style="list-style-type: none"> • Newhall Service Area Water Master Plan, Los Angeles, CA • Deane Zone Tank, Pump Station, and Disinfection Facility, Santa Clarita, CA • Saddle Peak and Cordillera Tank Rehabilitation Project, Calabasas, CA

Relevant Experience Matrix (continued)

Key Personnel	Education/Training	Registrations/ Certifications	Relevant Project Experience
Mike Kielborn, PE <i>Condition Assessment for Pipeline and Opinion of Cost of Facilities Lead</i> Office: Los Angeles	<ul style="list-style-type: none"> • BS, Civil Engineering 	<ul style="list-style-type: none"> • Registered Civil Engineer, CA, No. 70112 • LEED Accredited Professional 	<ul style="list-style-type: none"> • Master Utility Plan, San Luis Obispo, CA • Sweetwater Mesa Water System, Malibu, CA • 15 MG Zone 1 Reservoir Interior Coating and Improvements, Irvine Ranch Water District, Irvine, CA • Pipeline Assessment at Tuckers Grove Creek Crossing, Goleta Water District, Goleta, CA
Tina Kuah, PE <i>Project Engineer</i> Office: Los Angeles	<ul style="list-style-type: none"> • BS, Civil Engineering 	<ul style="list-style-type: none"> • Registered Civil Engineer, CA, No. 70876 	<ul style="list-style-type: none"> • Master Utility Plan, San Luis Obispo, CA
Mehdi Ahmadi <i>Automation / SCADA Engineer</i> Office: Irvine	<ul style="list-style-type: none"> • MS, Electrical Engineering, Controls Systems • BS, Electrical Engineering 	<ul style="list-style-type: none"> • Professional Engineers Ontario (PEO), Electrical Engineer, No. 100504471 	<ul style="list-style-type: none"> • Deane Zone Tank, Pump Station, and Disinfection Facility, Santa Clarita, CA • Nimbus/Skyline Pump Station Design Services, Santa Clarita, CA • SCADA System Assessment, Radio Path Study, and Design, Norwalk, CA
Alex Maestre, EE <i>Electrical Design Engineer</i> Office: San Luis Obispo	<ul style="list-style-type: none"> • BS, Electrical Engineering 	<ul style="list-style-type: none"> • Registered Electrical Engineer, CA, No. 24323 	<ul style="list-style-type: none"> • Plant 236 Electrical Upgrade, Whittier, CA • Las Virgenes Municipal Water District Headquarters Pure Water Building 120/240-Volt Power Design, Calabasas, CA. • Ventura Emergency Generators Engineering Services, Ventura, CA
Issam Najm, PE <i>Water Quality Analyst and Regulatory Lead</i> Office: Canoga Park	<ul style="list-style-type: none"> • PH.D, Environmental Engineering • BS, Environmental Engineering 	<ul style="list-style-type: none"> • Registered Civil Engineer, CA, No. 57496 	<ul style="list-style-type: none"> • Bench-Scale Testing of PFAs and Perchlorate Removal from District Wells, Santa Clarita Valley Water Agency, Santa Clarita, CA • Regulatory and Technical Support Services, Sacramento, CA • Water Quality Technical Services, Santa Clara Valley Water District, Santa Clara, CA
Dan Askenaizer, D.Env. <i>Permitting (DDW) Lead</i> Office: Canoga Park	<ul style="list-style-type: none"> • Doctor of Environmental Science and Engineering • MS, Public Health • BS, Biology 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Regulatory and Technical Support Services, Sacramento, CA
Erick W. Helgeson <i>Water Rate Study and Fee Lead</i>	<ul style="list-style-type: none"> • MBA., Entrepreneurship • BA, Business Administration 	MSRB-Registered Municipal Advisor - Series 50	<ul style="list-style-type: none"> • Fallbrook Public Utility District, Fallbrook, CA

1. Project Understanding

The City of Huntington Park (City) has recognized the need to update its Water Master Plan (created April 1977). This new master plan is needed to accurately assess current and future water demands for the City and identify how deficiencies can be strategically improved.

A hydraulic model will help improve the low system pressures experienced on the west side of the City when the Metropolitan Water District of Southern California (MWD) turnout is not operating. Furthermore, updating the Water Master Plan will help locate strategic locations for new facilities, including wells.

The objectives are as follows:

- Update the current and projected system capacity needs and demands.
- Document the physical condition of the water system.
- Identify future improvements, including a comprehensive and prioritized 20-year capital improvement plan.
- Justify updating the water rates and fees to adequately finance maintenance and upgrades.

Key Elements of the WMP

1. Demand and Supply Analysis

The WMP will quantify the Huntington Park demand requirements, based on existing system characteristics and forecasting for potential future redevelopments. This element will address potential recycled water use, drought regulations, stormwater capture and utilization for irrigation medians, utilization of groundwater pumping rights, and evaluation of the City's water conservation program, including Drought Resiliency Planning.

2. Optimization of Supply Facilities

We will provide a detailed analysis of supply, storage, and pumping utilization and optimization. It will include utilization of MWD connections and inter-connections for peak demand/fire flow. We anticipate that variable frequency drive (VFD) applications will be recommended to smooth system pressure and demand variations.

3. Distribution System

We will develop a GIS-based hydraulic model and evaluate the capacity of the existing infrastructure, including storage, pumping and supply, and transmission and distribution mains. We will evaluate the flushing, valve maintenance, and tank inspection programs; different pipe materials used; and the condition and replacement program of reservoirs, pumps, mains, and laterals.

4. Water Quality and Treatment

We will provide the following services:

- Review adequacy of the water quality monitoring plan, sample locations, and frequency of sampling.
- Monitor and review data.
- Discuss concerns (if any) with anticipated water quality regulations.
- Review and evaluate the chloramine treatment plan.
- Evaluate and recommend improvements to current practices in anticipation of pending legislation.

5. Asset Management and Sustainability

We will evaluate the water facility management and replacement program, including the following:

- Remaining service life.
- Appropriateness of initiating and maintaining a computerized maintenance management system for asset management of the City's water system.
- Data collection and database management.
- Cost benefits of smart meter and other smart analytics.

6. Capital Improvement Program (CIP)

This task includes developing a five-year (short-term) and 20-year (long-term) CIP. We will employ an asset management approach using risk and consequence of failure analyses. This will help create a CIP that addresses aging infrastructure needs in addition to capacity. We will also provide a prioritized phased approach, including planning level cost estimates and contingencies. The CIP software should allow the City to adjust the CIP after the WMP completion.

7. Water Rate Study and Fees

This element is intended to independently evaluate and make recommendations related to the following:

- Existing water rates and fee schedule revenue generation capacity.
- Ability to meet the City's capital, operations, and maintenance infrastructure needs.
- Prioritization of identified water infrastructure needs.
- Five-year (short-term) and 20-year (long-term) CIP programmatic schedule.
- Financing ability to address the City's capital needs for water infrastructure improvements.

The final goal of this water rate study is to develop a fair and reasonable rate structure and adopt new water rates and fees for a five-year period and a twenty-year financial plan. These financial plans will provide the necessary revenue to meet the City's water-related CIP needs.

8. Comprehensive WMP

Huntington Park's comprehensive water master plan will be a key tool to budget, plan, and implement phased capital improvement projects. The water master plan will provide justification and defensible support for designing imminent water system facilities to accommodate anticipated future developments. This plan will be centered around the development and calibration of a hydraulic water model to address capacity, a risk model to address condition, and data to address water quality and environmental elements. Our team includes specialists in hydraulic modeling, master planning, water quality, environmental elements, and design implementation.

Rate Study

9. Our rate studies adopt a cost-of-service methodology. This means we prioritize the long-term financial health of utility enterprises with a focus on fairness to all customers. We provide practical recommendations that are easy to implement, often phasing in adjustments over time to minimize the impact on ratepayers.

With our team's extensive experience in developing equitable impact fees for new developments, we have completed numerous utility rate and fee studies. Our approach is versatile, accommodating various rate structures, and compliant with legal requirements.

We specialize in crafting clear, effective presentations and have successfully represented public agencies at public hearings to build consensus for our recommendations.

10. Project Management and Facility Assessments

Cannon staff will actively engage in overall project management. We will assess the near 27 water system facilities that the City operates and maintains using Inframark (the water system operation firm). Our approach stems from our experience gained in the City's Well No. 16 Improvement project.

The City has requested the incorporation of more energy-saving equipment into the water system. This may include variable frequency drive-controlled pumps and motors. We must determine the existing conditions of each facility concerning electrical equipment, SCADA equipment, piping, and pump and motor capacities. We will conduct site investigations and catalog information. We anticipate that some sites will necessitate upgrades to electrical equipment to accommodate VFD-controlled pumps and motors. Additionally, our approach involves evaluating each site for SCADA upgrades. While a SCADA system Master Plan is not within the scope of this project, we will provide the City with an approach to prepare and plan for a SCADA system master plan.

Cannon will be supported by V&A Engineering, who will provide a more detailed assessment of the facilities. Their assessment will focus on the remaining useful life of aging water infrastructure. It will include comprehensive engineering services, including corrosion, civil, and environmental engineering; construction engineering and inspection; surveying and mapping; condition assessment; coating system management; data science; flow monitoring; and odor control.

Scope of Work and Exclusions

The City of Huntington Park's Scope of Services we will follow as outlined on RFP pages 2 - 7. Cannon's separate Fee Schedule outlines this Scope of Services.

Based on the most recent Urban Water Management Planning document, we understand that the use of recycled water is not planned for the foreseeable future.

The use of captured storm water for irrigating medians and parkways will be briefly discussed and will require Master Plans dedicated to itself.

Approach to Delivering a Comprehensive WMP

Expert Team with Proven Track Record

We understand that many innovative ideas happen at the place where different industries and perspectives intersect. We have assembled a team of seasoned experts that have a thorough understanding of the following master planning elements:

- **Water Infrastructure Condition.** Cannon is very familiar with the City of Huntington Park and will be leading this master planning effort. We will work with subconsultant V&A Consultant Engineers (V&A) to complete the condition assessment of the water infrastructure.
- **Water Infrastructure Capacity and Capital Improvement Program.** We will work with Akel Engineering Group (Akel), a statewide expert firm that specializes in developing GIS-based hydraulic models and comprehensive master plans. The Akel team has worked on preparing over 400 infrastructure master planning documents for agencies.
- **Water Infrastructure Operations and Quality.** Cannon will work with our team of consultants to assist in reviewing and recommending operation enhancements. Our subconsultant WQTS is intimately familiar with water quality concerns and treatment.
- **Water Rates and Fees.** Our subconsultant BWA are a statewide specialty firm advising municipalities and agencies on financial rate structure. BWA have also provided financial services to the City of Huntington Park.

Our team consists of experts in their respective fields. We are responsive and innovative engineers and industry professionals with expertise in preparing comprehensive water master plans.

Cannon's knowledge of engineering and design for water system facilities includes electrical, instrumentation, mechanical, and civil engineering; automation and SCADA; and surveying services.

Intimate Knowledge and Strong Team Collaboration with Huntington Park Staff

Project success will rely on strong collaboration between our team and Huntington Park staff. Collaboration is necessary for key project elements, including the hydraulic model validation and calibration process, hydraulic evaluation, water quality, condition assessment, and rate and fee study.

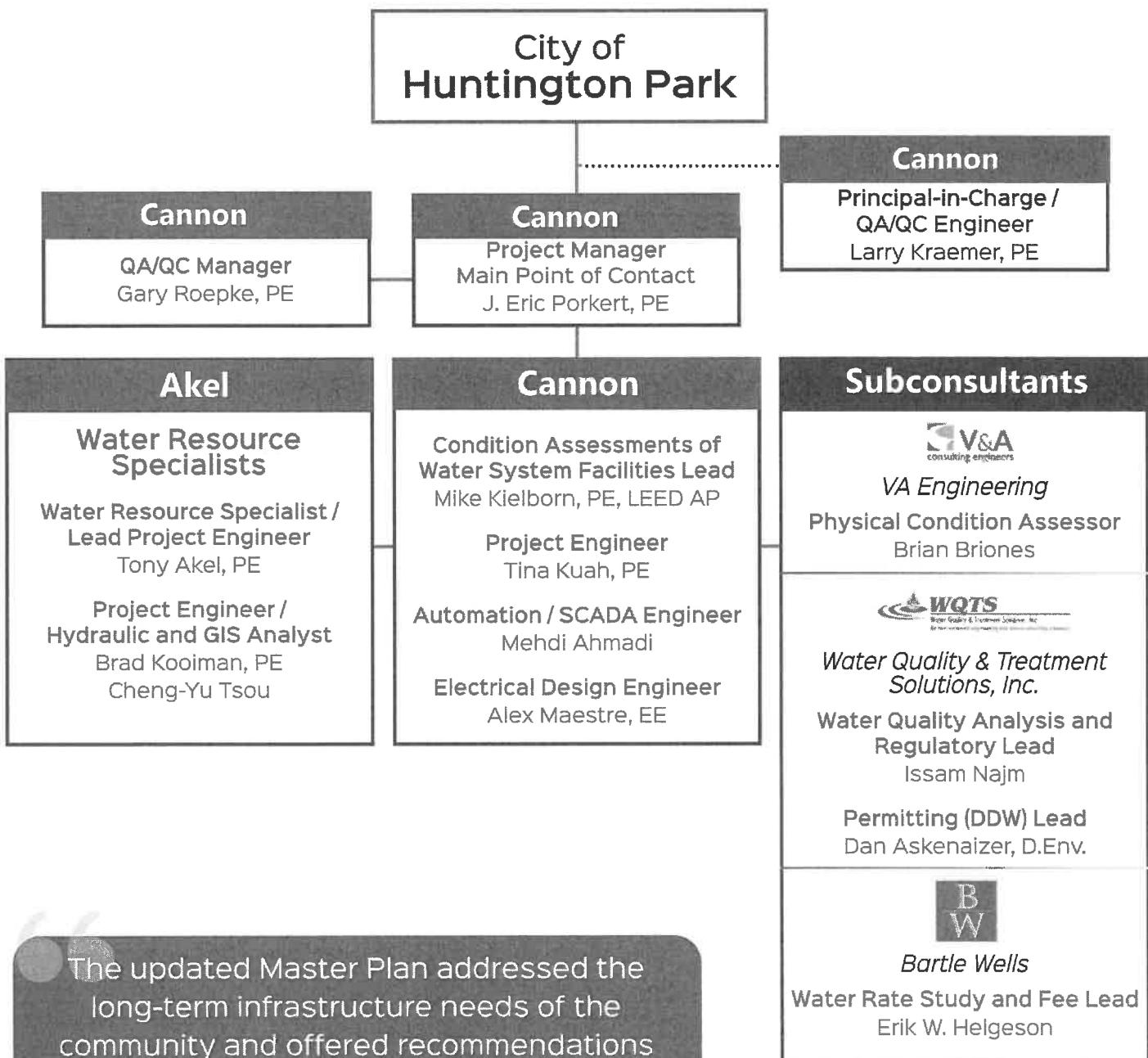
Cannon is intimately familiar with the system and will hit the ground running. Collaboratively working with Huntington Park staff has provided our team with insight into how our three different branches of the water industry can successfully solve challenges with innovative ideas. **Six of the Cannon team members on this proposal are currently working on the City of Huntington Parks' Water Well No. 16 and Booster Station Project.** Additionally, our financial subconsultant Bartle Wells and Associates, has worked on the previous financial analysis for Huntington Park.

Quality and Concise Deliverables

Our experience and approach to project management, master planning, and attention to detail allow us to work efficiently, respond quickly, and communicate effectively with quality deliverables. Cannon has earned a strong reputation for product delivery and professional service. We have built and continue to develop internal control processes that incorporate peer review and progress reporting to help confirm projects meet established design guidelines, are within budget, and stay on schedule. We take a proactive approach to project management, with an emphasis on project familiarity, open communication, quality and cost control, and project scheduling.

Processes include a Work Product Review Program (WPRP), Project Look Backs, Project Progress Reviews, and an Earned Value Analysis (EVA) program. In addition, we employ cost savings strategies that have been effective in managing projects for public and private industry clients. These strategies may include cost benefit analysis and value engineering reviews, and alternative technologies review or innovative approach analysis.

Our workflow incorporates Quality Review processes to confirm compliance with standards and that our engineering services are accurate, efficient, and fully meet our clients' expectations. We place key emphasis on our Cannon's Canon of Getting it Right the First Time.



The updated Master Plan addressed the long-term infrastructure needs of the community and offered recommendations on ways the District can continue to effectively serve the Nipomo area.

Nipomo Community Services District

J. Eric Porkert, PE Project Manager



Professional Registration

- Registered Civil Engineer, California, No. 57562

Education

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

Professional Affiliations

- American Water Works Association
- American Society of Civil Engineers
- Association of Water Agencies of Ventura County

Office: Los Angeles

As Project Manager, Mr. Porkert will serve as Point-of-Contact and will provide technical oversight of the design team; conduct meetings with Agency staff and subconsultants; provide project status updates, invoicing, and budget control; estimate cost and scheduling; and provide multi-agency coordination.

Mr. Porkert will provide valuable insight and expertise on this agreement, bringing more than 28 years of experience to this project, managing and/or designing plans for water municipalities and wastewater systems. Mr. Porkert will organize and motivate the project team while controlling the schedule, costs, and confirming customer satisfaction. Mr. Porkert brings a long, successful history of designing major water transmission mains, water mains, pump stations, pressure regulating stations, water wells, prestressed concrete and welded steel tanks, potable reservoirs, collection mains, forebays, and chloramination treatment facilities. He prepares water and sewer master plans, generates opinions of costs, and provides utility coordination as well as directs project management and hydraulic analyses for large municipal water, recycled water, and wastewater facility design. Mr. Porkert's project experience includes designing energy-efficient water systems by adding off-peak equalizing storage, and he has provided design for increased reservoir volume capacity by properly sizing water mains for efficient flow during off-peak pumping flows and by increasing pump station flow capacity.

Newhall Service Area Water Master Plan, Los Angeles, California: Cannon provided hydraulic modeling and calibration of the existing Castaic Water System for the Newhall County Water District. The master plan included hydraulic analysis for existing 2010 and 2020 water system conditions, recommending immediate and future water system improvements, providing cost estimates for improvements, and converting a large portion of the system to operate directly off Castaic Lake Water Agency's hydraulic gradient. The zone conversion reduced eliminated the operating costs and maintaining equipment for numerous pressure zones. Mr. Porkert served as Project Manager.

Deane Zone Tank, Pump Station, and Disinfection Facility, Santa Clarita, California: As part of the Skyline Ranch Development Project, the developer was required to build three new water facilities for the Deane Pressure Zone, including a 2.08 MG pre-stressed concrete tank, 1,700 pgm pump station, and disinfection facility. Cannon provided engineering and design services and prepared the construction documents for the each of the three facilities. The scope included finished grading, asphalt paving, storm drains and catch basin, tank inlet and outlet piping, pump station piping, pumps and motor, electrical equipment, and automation. We connected the new on-site facilities to the off-site infrastructure. Mr. Porkert served as Project Manager.

Select Project Experience Summary

Mr. Porkert has served as Project Manager, QA/QC Manager, or Project Engineer on the following projects:

- Skyline Pump Station, Santa Clarita, California
- Sweetwater Mesa Pipeline and Reservoir, Malibu, California
- Romero Canyon Road Reservoir Relocation, Castaic, California
- Castaic Pump Station, Newhall, California
- Water Main Replacements, Beverly Hills, California
- Olympic Water Transmission Main, Santa Monica, California

Tony Akel, PE Water Resource Specialist / Lead Project Engineer



AKEL
ENGINEERING GROUP, INC.

Professional Registration

- Registered Professional Civil Engineer, California, No. C-41682; Washington No. 46708
- NASSCO PACP U-0321-70401503

Education

- Master of Science, Civil Engineering, California State University, Fresno
- Bachelor of Science, Civil Engineering, California State University, Fresno

Professional Affiliations

- American Public Works Association
- American Society of Civil Engineers
- American Water Works Association

Office: Fresno

Mr. Akel has served as project manager, project engineer, and lead technical advisor on over **450 master plans**.

Mr. Akel, PE has more than 38 years of professional experience providing planning and design services related to the water, sewer, storm, recycled water, and irrigation delivery infrastructure. He has served as project manager, project engineer, and lead technical advisor on over 300 master plans. He is especially effective in developing and maintaining clear project communications that provide quick response to challenges as they surface and result in successful project completions.

He has prepared plans, specifications, and engineering estimates for 21,000 linear feet (LF) of 90-inch gravity sewer pipes, 10,000 LF of 42-inch double barrel force mains, and 22,000 LF of up to 30-inch water mains. He has substantial knowledge of state-of-the-art water distribution hydraulic computer models and has provided online technical support on water/wastewater hydraulic computer modeling techniques throughout the continental United States.

Water Distribution Master Planning, City of Santa Ana, California: Mr. Akel served as Project Manager for this master plan. Led a team completing hydraulic analysis to develop solutions during imminent and urgent supply well upgrades.

Water System Master Plan Updates and Technical Support, Santa Clarita Valley

Water Agency, Santa Clarita, California: Mr. Akel served as Project Manager for this master plan update to evaluate SCV Water's water distribution system, identify and recommend necessary improvements to service current and future demands, and develop a CIP for implementing the improvements. Akel developed and calibrated a hydraulic model to extended period simulation using Innovyze's InfoWater Pro and based on current GIS data.

Water System Projects, Coachella Valley Water District, California: Mr. Akel served as Project Manager on more than 50 projects related to the existing water system. He led a team that developed and calibrated a GIS-based hydraulic model, evaluated the system, and recommended improvements for capacity, water quality, operational enhancements, and criteria updates. Additionally, he recommended expansion improvements to optimize operations and accommodate growth.

Water Distribution System Hydraulic Modeling Services, City of Fresno, California: As Project Manager, Mr. Akel led a team that developed and calibrated a GIS-Based hydraulic model with AMI data. Services included evaluating feasible operational scenarios, water quality and trace analysis, assisting in construction phasing, and optimizing operations.

Select Project Experience Summary

Mr. Akel has served as Principal-in-Charge, Project Manager, or Project Engineer on the following projects:

- Water System Master Plan, West Valley Water District, Rialto, California
- Water System Master Plan, Pittsburg, California
- Water System Master Plan, Madera, California
- Auto Center Drive Hydraulic Analysis, Buena Park, California
- Hydraulic and Water Quality Modeling Analysis for the Santa Cruz Regional Desalination Plant, Santa Cruz, California

Brad Kooiman, PE Project Engineer / Hydraulic and GIS Analyst



AKEL
ENGINEERING GROUP, INC.

Professional Registration

- Registered Professional Civil Engineer, California, No. C-82658
- NASSCO PACP U-0321-70401505

Education

- Bachelor of Science, Civil Engineering, California State University, Fresno

Office: Fresno

Brad Kooiman brings more than 14 years of specialized experience, as a hydraulic modeling task manager on a variety of water system evaluations and master plans. He is trained and experienced in using a number of modeling software, including Innovyze's InfoWater Pro, InfoSewer, and InfoAsset Planner. In addition, Mr. Kooiman is experienced in hydraulic model calibration, resolving GIS data discrepancies, analyzing water system hydraulic performance, developing hydraulic improvements and corresponding capital cost estimates.

Select Project Experience Summary

Mr. Kooiman has served as Project Analysis Lead, Lead Hydraulic Modeling Task Manager, or Task Manager on the following projects:

- Hydraulic Model and Master Plan Update, Newhall County Water District, Los Angeles, California
- Water Distribution System Hydraulic Modeling, City of Fresno, California
- Domestic Water System Hydraulic Model Updates, Coachella Valley Water District, Coachella, California
- Water Master Plan Update and Hydraulic Modeling Analysis, Morgan Hill, California
- Water Master Plan, Pittsburg, California

Cheng-Yu Tsou Project Engineer / Hydraulic and GIS Analyst

AKEL
ENGINEERING GROUP, INC.

Education

- Master of Science, Environmental Engineering, Illinois Institute of Technology, Chicago
- Bachelor of Science, Environmental Engineering, National Cheng Kung University, Taiwan

Office: Fresno

Cheng-Yu will serve as a staff associate and has more than 1 year of specialized experience as a hydraulic modeling task assistant on a variety of water evaluations. He is trained and experienced in using a number of hydraulic modeling software, including Innovyze's InfoWater Pro, InfoSWMM, InfoSewer, and InfoAssetPlanner. He is experienced in hydraulic model calibration, resolving GIS data discrepancies, and analyzing water system hydraulic performance. Mr. Tsou has assisted in developing CIPs to conform to AB 1600 and the development of construction triggers to identify timing of improvements, development of Urban Water Management Plan and Water Shortage Contingency Plan to conform to SB 610 and the development of Water Supply Assessment to conform to Water Code 10910-10915.

Select Project Experience Summary

Mr. Tsou has served as Task Assistant on the following projects:

- Domestic Water System Hydraulic Model Updates, Coachella Valley Water District, Coachella, California
- Water Master Plan, Pittsburg, California
- 2021 Water System Master Plan Update, Gilroy, California
- Water Master Plan Update and Hydraulic Modeling Analysis, Morgan Hill, California

Brian Briones Physical Condition Assessor



Professional Registration

- Registered Civil Engineer, California, No. 68474

Education

- Bachelor of Science, Civil and Environmental Engineering, San Diego State University

Certifications

- Association of Materials Protection and Performance Cathodic Protection Technician - CP2 #71075
- National Association of Sewer Service Companies Pipeline Assessment Certification U-216-07002781
- National Association of Sewer Service Companies Manhole Assessment Certification U-216-07002781
- National Association of Sewer Service Companies Lateral Assessment Certification U-216-07002781
- Confined Space Entry Certified
- Basic CPR/First Aid

Office: San Diego

Mr. Briones brings 20 years of experience working in condition assessment and design of water and wastewater facilities including cathodic protection systems. He has completed projects throughout Southern California including planning, design, and condition assessments of large-diameter pipelines, pump stations, water treatment, water storage, and pressure control/hydroelectric facilities.

City of Redlands Wastewater Treatment Facility Phase 2 Improvements Assessment.

Redlands, California: Served as project manager to perform a condition assessment and corrosion evaluation of Primary Digesters 1, 2, and 3 and the headworks structure at the City of Redlands (City) Wastewater Treatment Facility (Redlands WWTF) in Redlands, CA. V&A performed confined space entries into the digesters and headworks to perform the condition assessment field testing which required coordination with the City for the structures to be isolated, lock out and tagged out, and cleaned prior to entry. V&A performed visual assessment using VANDA® ratings, ultrasonic thickness testing, and dry film thickness measurements of the assessment of the three digesters. For the headworks channel the investigation methods used included: visual assessment using VANDA® ratings, concrete surface assessment (sounding, penetration depth), surface penetrating radar, and concrete core sampling for compressive strength testing and chemical analysis. The headworks and digesters were found in good condition. V&A analyzed data, developed conclusion, and provided recommendations for rehabilitation, repair, or replacement in a letter report.

Irvine Ranch Water District (IRWD) Detailed Condition Assessment of Steel Tanks.

Irvine, California: Served as project manager to perform a condition assessment of 14 steel tanks within Irvine, California. V&A performed confined space entries into the tanks to perform the condition assessment field testing. V&A is currently performing condition assessment and corrosion engineering services and will deliver a report to IRWD. The report will include the recommended repair and replacement and cost estimates for the implementation of the proposed recommendations.

Inland Empire Utilities Agency RP-1 Primary Clarifiers No. 9 & 10 Condition

Assessment. Ontario, California: V&A was retained by Inland Empire Utilities Agency to perform a corrosion condition assessment of the Primary Clarifiers No. 9 and No. 10 located at the Regional Water Recycling Plant No. 1 in Ontario, California. The purpose of the assessment was to determine the condition of the existing structures and components to provide recommendations for repairs and rehabilitation. Assessment techniques include visual assessment and condition ratings of concrete and metallic components, concrete penetration test and sounding, surface and at-depth pH, surface penetrating radar (SPR), and concrete core samples. V&A delivered a technical memorandum summarizing the assessment results, conclusion, and recommendations for improvements.

Eastern Municipal Water District (EMWD) Perris Valley Regional Water Reclamation Facility (RWRF). Perris, California:

Served as project manager of a condition assessment of Plant 2A, 2B and 3 aeration basins and the surrounding above ground structures at the EMWD Perris Valley Regional Water Reclamation Facility (PVRWRF). The purpose of the assessment was to determine the extent of concrete degradation to provide recommendations for repairs and rehabilitation. V&A performed a confined space entry condition assessment of the PVRWRF over three separate deployments.

Larry Kraemer, PE Principal-in-Charge / QA/QC Engineer



Mr. Kraemer has more than 37 years of design experience with civil, water resource, and environmental engineering within both the public and private sectors. He has served as a senior engineer for complex engineering projects dealing with water resources, wastewater, transportation, schools, and land development. As Director of Cannon's Public Infrastructure division, his duties and responsibilities include the technical oversight of master planning, preliminary design, detailed design and construction documents, construction contract administration and management for a wide variety of essential systems, including water distribution, sewage collection and treatment, local streets, and engineered and natural drainage systems. Mr. Kraemer is adept at managing challenging or complex projects due to his astute troubleshooting skills, keen attention to detail, and innovative approach for efficient design.

Professional Registration

- Civil Engineer, California, No. 44813
- Education
- Master of Science, Civil Engineering, Water Resources, California State University, Long Beach, California
- Bachelor of Science, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, California

Professional Affiliations

- American Water Works Association
- American Public Works Association
- Water Environment Federation
- California Water Environment Association
- WateReuse Association
- Association of Water Agencies of Ventura County

Office: San Luis Obispo

Water and Sewer Master Plan Update, Nipomo Community Services District (NCSD), California: Due to regulation and facility updates, as well as upcoming projects, Cannon was selected to update NCSD's water and sewer master plan. We prepared water demand and sewer loading projections, water and sewer modeling and training, analysis of future water and sewer regulation evaluations, recommendations for projects, project identification and prioritization, hazard and security evaluation, O&M work forecast and staffing plan, and a master plan report. Mr. Kraemer served as Project Manager.

Cal Poly Master Utility Plan, California Polytechnic University, San Luis Obispo, California: As part of the effort to develop a master plan for the Cal Poly San Luis Obispo campus, the university required confirmation that adequate infrastructure is available to support planned growth. The condition of the utilities needed to be assessed to evaluate capacity as the campus has grown. Several systems had not been modeled, including a sewer model, which was understood to be in poor condition, with probable significant inflow and infiltration (I&I). Cannon provided civil engineering services in development of the utility master plan for sanitary sewer, water, storm drain, and utility gas. Mr. Kraemer served as QA/QC Manager and Principal-in-Charge.

Sweetwater Mesa Water System, Malibu California: Cannon was selected by the City of Los Angeles to provide engineering design services for the replacement of the Sweetwater Mesa Tank, which was constructed in the 1920s. Improvements included designing a new 418-foot pressure zone (PZ) water tank to increase fire flow capacity; new water mains to replace existing deteriorating and undersized water mains, subsequently improving system reliability, hydraulic deficiencies, and fire flow; and two pressure regulating stations to regulate pressure from the 418-foot PZ to the 160-foot PZ. The 418-foot tank volume was increased to better serve the existing residents and planned developments. Mr. Kraemer served as Principal-in-Charge.

Select Project Experience Summary

Mr. Kraemer has served as Program QA/QC Manager, Project Director or Principal-in-Charge on the following projects:

- Skyline Pump Station, Santa Clarita, California
- Romero Canyon Road Reservoir Relocation, Castaic, California
- Deane Zone Tank, Pump Station, and Disinfection Facility, Santa Clarita, California

Gary Roepke, PE QA/QC Manager



Mr. Roepke has more than 50 years of professional experience in a wide variety of civil engineering projects. He has been the project manager for municipal, industrial, commercial, and military facility projects involving lift stations for water systems, including treatment, supply, transmission, and distribution systems; pumping stations for drainage and flood control systems; wastewater collection and pumping systems; and construction administration, inspection, and start-up. Many of these projects included analysis of the existing lift station and pumping requirements, including studies, reports, and design of lift stations and pump stations to meet those requirements. These projects have consisted of both new construction and upgrades to existing facilities.

Professional Registration

- Registered Civil Engineer, California, No. 48693

Education

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

Professional Affiliations

- American Water Works Association
- American Public Works Association
- Association of Water Agencies of Ventura County
- Southern California Water Utilities Association
- American Society of Civil Engineers
- City and County Engineers Association

Office: Los Angeles

Deane Zone Tank, Pump Station, and Disinfection Facility, Santa Clarita, California:

The Skyline Ranch Project developer was required to build three new water facilities for the Deane Pressure Zone, including a 2.08 MG pre-stressed concrete tank, 1,700 pgm pump station, and disinfection facility. Cannon provided engineering and design services and prepared the construction documents for each of the three facilities. The scope included finished grading, asphalt paving, storm drains and catch basin, tank inlet and outlet piping, pump station piping, pumps and motor, electrical equipment, and automation. We connected the new on-site facilities to the off-site infrastructure. Mr. Roepke served as Principal-in-Charge and QA/QC Manager.

Saddle Peak and Cordillera Tank Rehabilitation Project, Calabasas, California: The Saddle Peak and Cordillera Tanks are welded steel tanks constructed in 1964 and 1993. Las Virgenes Municipal Water District (LVMWD) selected Cannon to provide tank improvements to both tanks, facilities, and appurtenances. Cannon prepared plans, specifications and opinions of probable costs for this project. Cannon also handled coordination meetings, construction observation, and construction staking. Mr. Roepke served as QA/QC Manager for this project.

Select Project Experience Summary

Mr. Roepke has served as Project Manager, Program QA/QC Manager, or Project Engineer on the following projects:

- Sweetwater Mesa Water System, Malibu, California
- Castaic Reservoir No. 3, Santa Clarita Valley Water Agency, Castaic, California
- Pump Station No. 8 Improvements, Beverly Hills, California
- Runkle Canyon 2.0 MG Reservoir, Simi Valley, Golden State Water Company, Simi Valley, California
- Lower Bush Tank, Malibu, California
- Cornell Pump Station, Las Virgenes Municipal Water District, Calabasas, California
- Big Sky 1248PZ Pump Station, Simi Valley, Ventura County Water District No.8 (VCWWWD), Simi Valley, California
- 1.6 MG Parker Ranch Reservoir, VCWWWD, Simi Valley, California
- 5.0 Mount Sinai Reservoir, Simi Valley, VCWWWD No.8, Ventura, California

Mike Kielborn, PE, LEED AP

Condition Assessments of Water System Facilities Lead



Professional Registration

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

Education

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

Professional Affiliations

- Association of Water Agencies of Ventura County
- American Public Works Association
- American Water Works Association
- California Water Environment Association
- North American Society for Trenchless Technology
- National Association of Sewer Service Companies

Office: Los Angeles

Mr. Kielborn specializes in water and wastewater management planning; water supply, storage, and distribution; and sewer system engineering. Since 1999, Mr. Kielborn has provided construction management/inspection services, primarily working in underground utility construction and infrastructure design. He is experienced with engineering and designing improvements to water supply and wastewater systems for numerous reservoirs, pump stations, wells, surge tanks, major water transmission mains, and trunk sewers. **Mr. Kielborn is certified both as a Horizontal Directional Drilling Inspector and with the National Association of Sewer Service Company for Pipeline Assessment (PACP), Lateral Assessment (LACP), and Manhole Assessment (MACP)**

Sweetwater Mesa Water System, Malibu, California: Cannon was selected by the County of Los Angeles Department of Public Works Waterworks Division (District) to provide engineering design services for the replacement of the Sweetwater Mesa Tank, which was constructed in the 1920s. The improvements included design of a new 418-foot pressure zone (PZ) water tank to increase fire flow capacity; new water mains to replace existing deteriorating and undersized water mains, subsequently improving system reliability, hydraulic deficiencies, and fire flow; and two pressure regulating stations to regulate pressure from the 418-foot PZ to the 160-foot PZ. The volume of the 418-foot tank was also increased to 1.0 MG to better serve the existing residents and planned developments. The 418' PZ tank was built on a new site, uphill from the existing Sweetwater Mesa tank.

Pipeline Assessment at Tuckers Grove Creek Crossing, Goleta Water District, Goleta, California: Goleta Water District (District) had two pipelines, a 4-inch transmission main and 15-inch lateral, which crossed San Antonio Creek where it runs through Tuckers Grove Park in Santa Barbara County, California. The concrete blanket encasing the pipes had become exposed in the creek invert and was showing signs of deterioration. The District needed to examine options to further protect the pipelines in place or replace them with a new, deeper alignment.

15 MG Zone 1 Reservoir Interior Coating and Improvements, Irvine Ranch Water District (IRWD), Irvine, California: IRWD's 15 MG, welded steel Zone 1 Reservoir required an evaluation and a recoating/repair plan. Cannon provided engineering design services, including a diver inspection, basis of design memorandum, final repair plans and specifications, construction support, and coatings inspection. Cannon evaluated interior coating options; remediated corroded interior steel; replaced damaged appurtenances; provided improvements for securing the submersible sample pump and tank mixer; and designed improvements for the internal cathodic protection system. Mr. Kielborn served as Project Manager.

Select Project Experience Summary

Mr. Kielborn has served as Project Manager or Project Engineer on the following projects:

- Romero Canyon Road Reservoir Relocation, Castaic, California
- Pump Station No. 8 Improvement, Beverly Hills, California
- Runkle Canyon Booster Pump Station and 2.0 MG Reservoir, Simi Valley, California

Tina Kuah, PE Project Engineer



Professional Registration

- Registered Civil Engineer, California, No. 70876

Education

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

Professional Affiliations

- American Society of Civil Engineers
- American Water Works Association

Office: Los Angeles

Ms. Kuah brings 20 years of experience in performing transient surge analysis for pressurized water conveyance systems: potable, recycled, raw, and sewer. She is responsible for performing hydraulic (i.e., steady state) and water hammer analysis for pressurized and gravity flow systems subjected to pressure surges created by pump power failure, normal shutdown and startup of pumps, control valve operation, turbine failure and pipeline breaks. In addition, she designs pressurized surge tanks, vacuum relief valves, flywheels, standpipes, and surge relief valves as protection for the system subjected to adverse pressure surges. Specializing in surge analysis, Ms. Kuah has also installed transient pressure monitors throughout water systems, gathered, and analyzed the actual pressures occurring in the systems. She has worked with numerous agencies and municipalities throughout California including the Los Angeles Department of Water and Power and the County and City of San Francisco Department of Public Works.

Deane Zone Tank, Pump Station, and Disinfection Facility, Santa Clarita, California:

As part of the Skyline Ranch Development Project, the developer was required to build three new water facilities for the Deane Pressure Zone, including a 2.08 MG Prestressed concrete tank, 1,700 pgm pump station, and disinfection facility. Cannon provided engineering and design services and prepared the construction documents for the each of the three facilities. The scope included finished grading, asphalt paving, storm drains and catch basin, tank inlet and outlet piping, pump station piping, pumps and motor, electrical equipment, and automation. We connected the new on-site facilities to the offsite infrastructure. Ms. Kuah served as Project Engineer.

Nutmeg Water Distribution Tank Rehabilitation, Morro Bay, California: The City of Morro Bay constructed a new 1.19-million-gallon domestic water storage tank next to the City's existing 0.14MG domestic water storage tank at the Nutmeg tank site. The tank was designed to satisfy the Nutmeg zone's future build-out water storage need as projected in the 1997 Water Master Plan Update. Cannon was selected to provide engineering and surveying services. The scope of work included the preparation of legal descriptions to assist in obtaining landowners consent to expand the existing Nutmeg tank site facility; public lot conveyance and record of survey; topographic survey; tank design; grading and drainage of the site; and piping layout; foundation plan; and pre-application meetings with County Planning and LAFCO to define permitting requirements. Ms. Kuah served as Project Engineer.

Select Project Experience Summary

Ms. Kuah has served as Project Engineer on the following projects:

- Skyline Pump Station, Santa Clarita, California
- Pump Station No. 8 Improvement, Beverly Hills, California
- 15 MG Zone 1 Reservoir Interior Coating and Improvements Project, Irvine, California
- Cornell Pump Station Evaluation, Las Virgenes Municipal Water District, California
- Suburban Water Systems, Plant 209 – Engineering Design Services, Covina, California

Mehdi Ahmadi Automation / SCADA Engineer



Professional Registration

- Professional Engineers Ontario (PEO), Electrical Engineer, No. 100504471

Education

- Master of Science, Electrical Engineering, Controls Systems, Sharif University of Technology
- Bachelor of Science, Electrical Engineering, Shahid Beheshti University

Professional Affiliations

- Institute of Electrical and Electronics Engineers
- Automation and Controls Engineering

Software Skills

- DCS and ESD Software:
 - Emerson DeltaV
 - Siemens PCS7
 - ABB AC800xA
- PLC Software:
 - Siemens S7, TIA
- Robotics: KUKA
- HMI Software:
 - Siemens WinCC, WinCC
 - Flexible, TIA
- Fieldbus Applications:
 - Profibus DP and PA
 - Ethernet, Profinet
 - Modbus
 - Foundation Fieldbus

Office: Irvine

Mr. Ahmadi brings more than 18 years of experience in design, development, and implementation of manufacturing and process automation control systems for various applications and in diverse industries, including utilities, water, chemical, oil, and gas and automotive. Specializing in automation, he is proficient with PLC, SCADA, and distributed control and safety integrated systems, as well as Robotics and Vision Management Control Systems. He is also experienced in preparing and conducting factory acceptance testing (FAT) procedures, and commissioning and site acceptance test (SAT) procedures.

Mr. Ahmadi is responsible for tasks including site reconnaissance; preliminary engineering research; preparation of plans, specification, and engineers' estimates; bidding assistance; plant control system and communication design, PLC programming; and HMI/SCADA hardware configuration and software development.

Deane Zone Tank, Pump Station, and Disinfection Facility, Santa Clarita, California:

As part of the Skyline Ranch Project, SCV Water needed to install a 2.08 MG tank, pump station, and disinfection facility for the Deane Pressure Zone. Cannon was selected to provide engineering, design, and construction document preparation for the project. The pump station, which was housed in a concrete masonry unit (CMU) block building, included three 850 gallon-per-minute pumps and a 20-inch suction pipe and 16-inch discharge pipe to the Deane Tank. Our design for the new building accommodated the disinfection system components for both current and future needs. Mr. Ahmadi served as Project Engineer.

Nimbus/Skyline Pump Station Design Services, Santa Clarita, California: The new Skyline Ranch Development in the City of Santa Clarita required two new pump stations. SCV Water selected Cannon again to provide civil, mechanical, structural, electrical and PLC panel design services. The scope included designing vertical turbine pumps; on-site piping; concrete pad; concrete masonry unit (CMU) building; chain link fence and gate; and finished grading. We coordinated with the utility designer to incorporate their feedback into the plans. Mr. Ahmadi served as Project Engineer.

SCADA System Assessment, Radio Path Study, and Design, Norwalk, California:

The City of Norwalk endeavored to make improvements in their water pipeline infrastructure and their water SCADA system infrastructure to better control costs and streamline water operations. Cannon completed a SCADA Assessment for the City of targeted a system with minimal existing SCADA infrastructure. We conducted site assessments and performed radio path surveys at 28 site locations as well as evaluated field instrumentation, control system functionality, and telemetry across the city. As part of this evaluation, we objectively evaluated PLC and HMI vendor solutions based on City functional needs and life cycle. Mr. Ahmadi served as Project Engineer.

Alex Maestre, EE Electrical Design Engineer



Mr. Maestre is responsible for working as part of the design team to create drawing packages, including electrical distribution design, ground design, solar design, and arc flash hazard analyses. He assists with creating specification packages, selects system equipment optimally suited for client projects and designs, creates equipment and instrumentation data sheets, and obtains quotes from vendors for material cost estimates. Mr. Maestre coordinates system design and instrumentation selection, attends design review meetings with clients, and assists with construction administration services.

Professional Registration

- Registered Electrical Engineer, California, No. 24323

Education

- Electrical Engineering, California Polytechnic State University, San Luis Obispo, California

Software Skills

- AutoCAD, Revit, Navisworks, EnergyPro, SKM Power Tools, Bluebeam Revu

Office: San Luis Obispo

Plant 236 Electrical Upgrade, Whittier, California: SWS Plant 236 receives water from Plant 235 and serves as the head tank for pumping zone 600. Additionally, two booster pumps provide water to pumping zone 800 and to a reservoir located at Plant 238. SWS retained Cannon to provide electrical and structural engineering services for the electrical upgrades to the pump station. Electrical engineering services included specifying new electrical equipment, including variable frequency drives to control the motors and a backup power system capable of connecting to a mobile generator, electrical calculations, and electrical plans. Structural engineering services included foundation plans and a shade structure for the new equipment, and a structural calculation package. Mr. Maestre served as Electrical Design Engineer.

Las Virgenes Municipal Water District Headquarters Pure Water Building 120/240-Volt Power Design, Calabasas, California: Cannon is providing electrical design plans for a new 120/240-volt service such that a contractor can construct the necessary upgrades. Design included a new 480-volt feed to a new 120/240-volt transformer; design of the secondary service conductors from the new transformer to an existing 120/240-volt switchboard; electrical load calculations; and specifications of the new transformer and protective devices. Mr. Maestre served as Electrical Design Engineer.

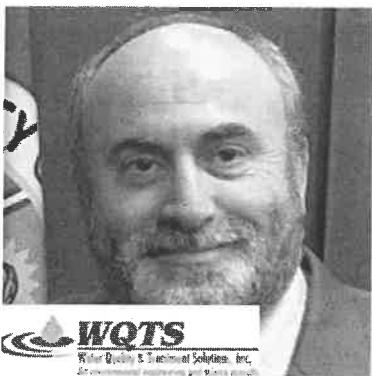
Ventura Emergency Generators Engineering Services, Ventura, California: The City of Ventura has several stationary and portable generators at some critical pump station locations. The City had determined that additional generators were required at critical facilities to improve water system reliability during future power outages. The City contracted with Quinn to supply the generators. Cannon prepared the design for new stationary generators at seven identified sites, and for connections to portable generators at five identified sites. Cannon worked with Quinn in the sizing of the generators and fuel tanks. Cannon's design included civil, electrical, and structural engineering services for these sites. Cannon's survey team provided topographic surveys for the sites with stationary generators. Mr. Maestre served as Electrical Design Engineer.

Select Project Experience Summary

Mr. Maestre served as Electrical Design Engineer on the following projects:

- Cornell Pump Station Evaluation, Las Virgenes Municipal Water District, California
- Groves Booster Pump Station, Golden State Water Company, Orcutt, California
- Blacklake Sewer System Consolidation, Nipomo Community Services District, Nipomo, California
- Ventura Pierpont Neighborhood Stormwater Lift Stations, Ventura, California

Issam Najm, Ph.D., P.E., BCCEE Water Quality Analysis and Regulatory Lead



Professional Registration

- Registered Civil Engineer, California, No. 57496

Education

- Ph.D., Environmental Engineering, University of Illinois Urbana-Champaign
- B.S., Environmental Engineering, University of Illinois at Urbana-Champaign

Office: Canoga Park

Dr. Najm is the founder and president of Water Quality & Treatment Solutions, Inc. Dr. Najm is intimately involved in a number of WQTS projects including the evaluation of water treatment plant performance, pilot-scale and bench-scale testing of water treatment technologies, regulatory and permitting support for existing and new treatment plants, development of water quality monitoring plans, and providing training classes to treatment plant operations staff.

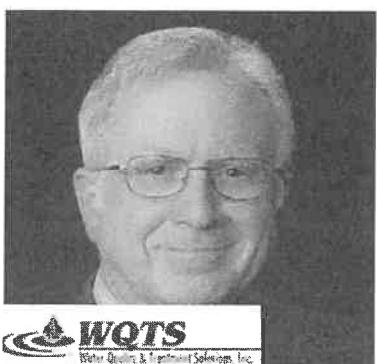
Dr. Najm is Board-Certified Environmental Engineer with the American Academy of Environmental Engineers and Scientists. Dr. Najm is an adjunct Associate Professor of environmental engineering at the University of California Los Angeles. His teaching primary focuses on principles and application of water treatment technologies with emphasis on physical and chemical processes.

Select Project Experience Summary

Dr. Najm has provided services on the following projects:

- Bench-Scale Testing of PFAs and Perchlorate Removal from District Wells, Santa Clarita Valley Water Agency, Santa Clarita, California
- Regulatory and Technical Support Services, Sacramento, California
- Water Quality Technical Services, Santa Clara Valley Water District, Santa Clara, California

Dan Askenaizer, D.Env Permitting (DDW) Lead



Education

- Ph.D., Environmental Science and Engineering, University of California, Los Angeles
- MPH, University of California, Los Angeles
- B.S., Biology, University of California, San Diego

Office: Canoga Park

Dr. Askenaizer, a Principal Scientist with WQTS. He leads WQTS' work on regulatory compliance support for many of our water agencies clients. Dr. Askenaizer tracks water quality and treatment regulations at the Federal and State levels and provides regulatory updates to our clients. Dr. Askenaizer has strong expertise in the development of Regulatory Monitoring and Compliance Plans, which he has completed for a number of water agencies. He has also been working on projects dealing with the development of distribution system monitoring plans, introducing a new source into the distribution system, evaluation of corrosion control strategies and review of nitrification control strategies.

Water Quality Services, Santa Clara Valley Water District, Santa Clara, California:

Prior to joining WQTS, Dr. Askenaizer was the Water Quality Manager for the Glendale Water and Power. Under his leadership, the Water Quality Group conducted a demonstration-scale study of chlorite for nitrification control and a pilot-scale study of biological treatment for removal of nitrate. The Water Quality Group was responsible for managing Glendale's Title 22 compliance program, preparation of the annual Consumer Confidence Report and 3-year PHG Report, implementing GWP's nitrification monitoring and control program, the City's cross connection control program, two NPDES discharge permits and responding to customer calls.

Select Project Experience Summary

Mr. Askenaizer has provided services on the following projects:

- Regulatory and Technical Support Services, Sacramento, California

Erik W. Helgeson Water Rate Study and Fees Lead



Certification

- MSRB-Registered Municipal Advisor, Series 50

Education

- M.B.A., Entrepreneurship – University of Colorado, Denver
- B.A., Business Administration – Gonzaga University

Office: Portland, Oregon

Erik Helgeson is a consultant with thirteen years of industry experience including serving as a senior analyst in the rates division for Denver Water, as a rate consultant for a large engineering firm, and in recent years as a consultant for Bartle Wells Associates. His areas of expertise include the development of financial, ratemaking, and policy solutions for water and wastewater utilities. Erik has extensive expertise working with executive level staff and assisting in strategic decision-making. He is an active member of the Rates and Charges Committee of the American Water Works Association.

Marin Municipal Water District, Marin, California: Analyst supporting the financial plan and rate study update in 2016. Project Manager on 2022 rate study the 2022 rate study required setting rates to support a significant capital plan to improve water supply resilience.

City of Modesto, California: Project manager for water and wastewater financial plans and rate studies.

Fallbrook CSD, California: Project manager for water, recycled water and wastewater financial plans and rate studies.

City of Willits, California: Lead consultant providing water and wastewater financial plans and rate studies.

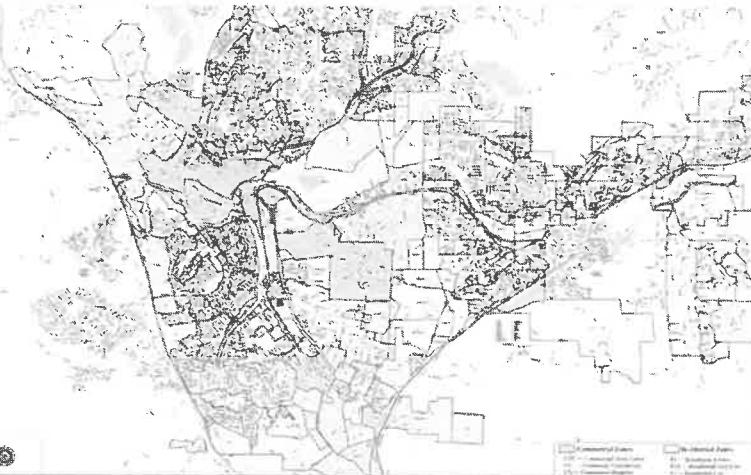
Humboldt Bay Municipal Water District, California: Lead consultant providing 10-year financial plan updates.

Madera County, California: Lead consultant providing rate studies for twenty-three of the county's water and sewer special service districts



We have provided three references for Cannon master plan projects within the last five years, as well as additional relevant master planning experience. References from our subconsultants are provided on the following pages.

Newhall Service Area Water Master Plan *Los Angeles, California*



Key Project Team Members

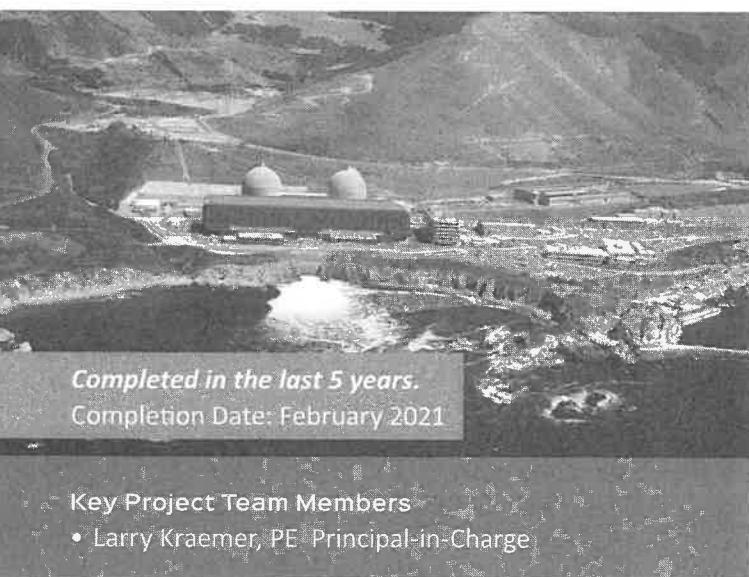
- Eric Porkert, PE Project Manager
- Larry Kraemer, PE Principal-in-Charge
- Gary Roepke, PE QA/QC Engineer

Cannon provided hydraulic modeling and calibration of the existing Castaic Water System for the Newhall County Water District. The master plan included hydraulic analysis for existing 2010 and 2020 water system conditions, recommending immediate and future water system improvements, providing cost estimates for improvements, and converting a large portion of the system to operate directly off Castaic Lake Water Agency's hydraulic gradient. The zone conversion reduced the operating costs and maintaining equipment for numerous pressure zones.

Reference: Stephen Cole - General Manager

Newhall County Water District
23780 North Pine Street, Newhall, CA 91321
☎ 661.259.3610 ✉ scole@ncwd.org

Diablo Canyon Power Plant (DCPP) Comprehensive Water and Sewer Master Plan *Avila Beach, California*



Key Project Team Members

- Larry Kraemer, PE Principal-in-Charge

To eliminate DCPP decommissioning costs, PG&E needed to reuse and repurpose existing infrastructure. PG&E selected Cannon to provide a water and sewer master plan for different levels of site reuse scenarios, including options for potable water supply, treatment, and distribution. We generated various demand intensities to represent levels of reuse; evaluated existing conditions and capacities under the generated water demand conditions; proposed new infrastructure where necessary; and developed and compared life cycle costs. We prepared a report for PG&E identifying options.

Reference: Timothy Juarez, PE

San Diego Gas and Electric Company
P.O. Box 129007, San Diego, CA 92112
☎ 805.458.0609 ✉ taj7@pge.com

Master Utility Plan *San Luis Obispo, California*



Key Project Team Members

- Larry Kraemer, PE Principal-in-Charge
- Tina Kuah, PE Project Engineer
- Mike Kielborn, PE, LEED AP Civil Engineer

California Polytechnic State University (Cal Poly) was developing a master utility plan for water, storm drain, sewer, and natural gas and needed to confirm that adequate infrastructure was available to support planned growth. Cannon was selected to provide civil engineering services, which involved evaluating the current utility conditions and capacity, identifying risks and deficiencies, incorporating sustainability and efficiency components, and providing recommendations for future growth. The scope included flow monitoring and meter data review, inflow and infiltration estimating, field surveys, flow model development, and scenarios for the upcoming hookups.

Reference: Chris Oerby, PE Project Manager
Cal Poly State University
1 Grand Ave., San Luis Obispo, CA 93401
805.756.2232 coverby@calpoly.edu

Water and Sewer Master Plan Update *Nipomo, California*



Key Project Team Members

- Larry Kraemer, PE Project Manager

Due to regulation and facility updates, as well as upcoming projects, Cannon was selected to update Nipomo Community Services Districts water and sewer master plan. We prepared water demand and sewer loading projections, water and sewer modeling and training, analysis of future water and sewer regulation evaluations, recommendations for projects, project identification and prioritization, hazard and security evaluation, O&M work forecast and staffing plan, and a master plan report.

Reference: Peter Sevcik, PE City Engineer
Nipomo Community Services District
148 S Wilson St., Nipomo, CA 93444
805.929.1133 psevcik@ncsd.ca.gov

Ritter Ranch Backbone Water / Wastewater System Master Plan *Palmdale, California*



Key Project Team Members

- Eric Porkert, PE Project Manager
- Larry Kraemer, PE Principal-in-Charge
- Mike Kielborn, PE, LEED AP Civil Engineer

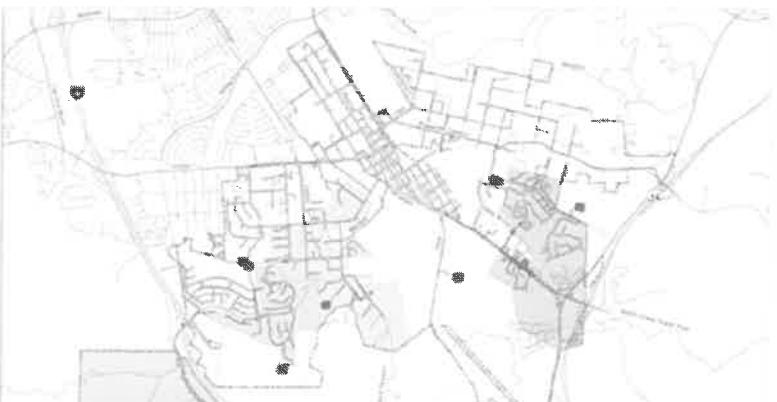
Cannon was selected to prepare a Water System Master Plan for the Ritter Ranch development and the surrounding developments. Cannon engineered the development of over 20 potable water reservoirs, 9 pump stations, pressure-reducing stations, supplement wells and miles of water transmission mains. Cannon also created a new hydraulic model and simulated normal water system operating scenarios based on the 5,200 unit off-site and on-site water facilities master plan design.

Reference: Stacey Katsandonis Senior Civil Engineering Assistant
County of Los Angeles
P.O. Box 7508, Alhambra CA 91802
626.458.5100 skatsandonis@dpw.lacounty.gov

Akel Engineering Group, Inc. has worked on preparing more than 400 infrastructure master planning documents for agencies. Each of the following references for their firm is for projects within the last five years.

Water System Master Plan Updates / On-going Technical Support

Santa Clarita, California



Key Project Team Members

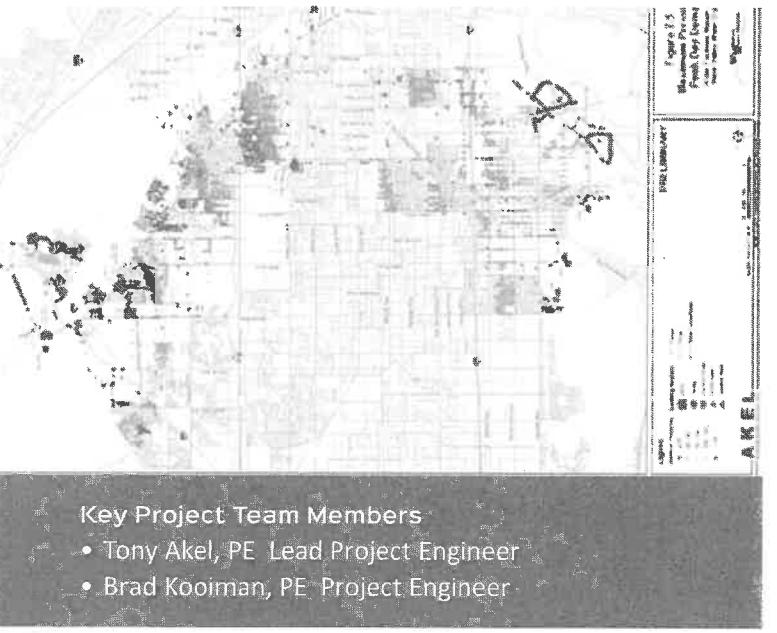
- Tony Akel, PE Lead Project Engineer
- Brad Kooiman, PE Project Engineer

The goal of this master plan update was to evaluate SCV Water's water distribution system, identify and recommend necessary improvements to service current and future demands, and develop a capital improvement program for implementing the improvements. **Akel** developed and calibrated a hydraulic model to extended period simulation using Innovyze's InfoWater Pro and based on current GIS data. They prepared a report summarizing data from analyses and recommended improvements for future growth.

Reference: Mike Alvord
Director of Maintenance and Operations
Santa Clarita Valley Water Agency
26521 Summit Cir., Santa Clarita, CA 91350
☎ 661.702.4429 ✉ malvord@scvwa.org

Water System Master Plan and On-going Technical Support

Rialto, California



Key Project Team Members

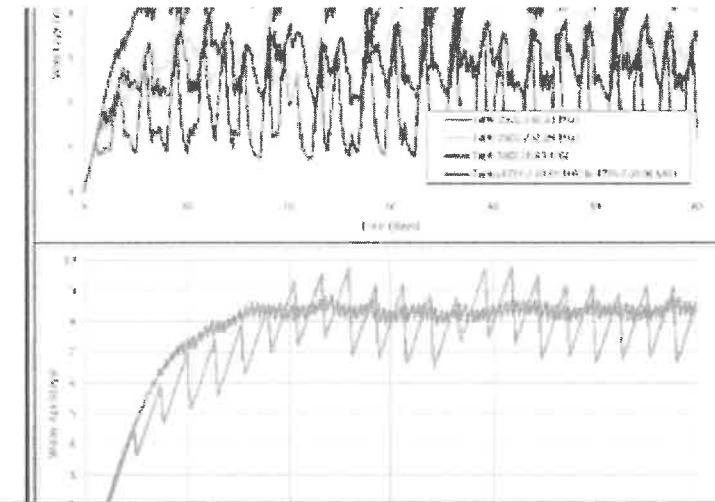
- Tony Akel, PE Lead Project Engineer
- Brad Kooiman, PE Project Engineer

West Valley Water District (District) needed to evaluate their water distribution system, identify and recommend improvements based on current and future water demands, and develop a CIP for implementation. **Akel** evaluated the existing and proposed land use across six jurisdictions, provided detailed storage and water supply analysis, evaluated water service capacity, developed and calibrated a hydraulic model, documented a mass balance showing water conveyance throughout the system, and completed cost sharing analysis for recommended projects.

Reference: Linda Jadeski, Engineering Services Manager
West Valley Water District
855 W. Base Line Rd., Rialto, CA 92376
☎ 909.875.1322 ✉ ljadeski@wvwd.org



Domestic Water System Hydraulic Model Updates / On-going Tech. Support *Coachella, California*



Key Project Team Members

- Tony Akel, PE Lead Project Engineer
- Brad Kooiman, PE Project Engineer

This project served to update and evaluate Coachella Valley Water District's (CVWD) domestic water distribution system, identify and recommend improvements to mitigate existing deficiencies, plan for future water demands, and provide hydraulic analysis support to identify the impacts of future supply alternatives. **Akel** calibrated the hydraulic model, containing over 1,900 miles of pipe and 100 wells, to an extended period simulation using Innovyzé's InfoWater Pro. They completed storage, pump station, supply, and fire flow analyses; prepared a risk assessment and prioritization for asbestos concrete pipes; and developed a conceptual water system plan.

Reference: Dan Ruiz, PE Domestic Water Engineering

Manager

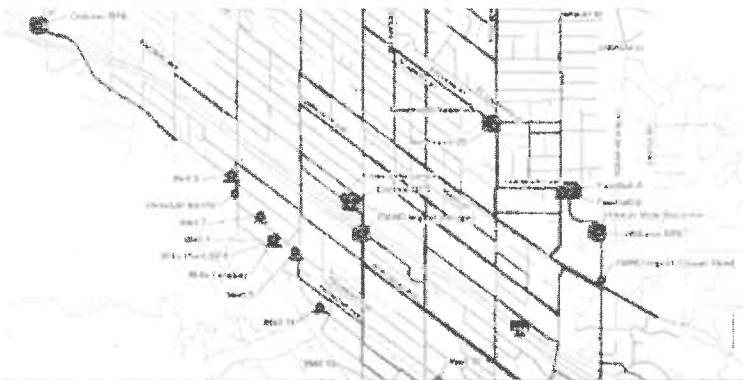
Coachella Valley Water District

PO Box 1058, Coachella, California, 92236

760.398.2661 druiz@cvwd.org

Water System Hydraulic Model Update, Calibration, and Fire Flow Analysis and On-going Technical Support Crescenta, California

Crescenta, California



Key Project Team Members

- Tony Akel, PE Lead Project Engineer
- Brad Kooiman, PE Project Engineer

Akel was selected to update and calibrate Crescenta Valley Water District's water system hydraulic model to accurately represent field conditions. They developed a detailed calibration plan to collect telelogger data from system critical points or interconnections, including review of available SCADA data. **Akel** organized an InfoWater Pro training workshop to present various hydraulic model scenarios and run settings. **Akel** prepared detailed GIS exhibits documenting hydraulic model updates and fire flow analysis results.

Reference: David Gould, PE District Engineer

Crescenta Valley Water District

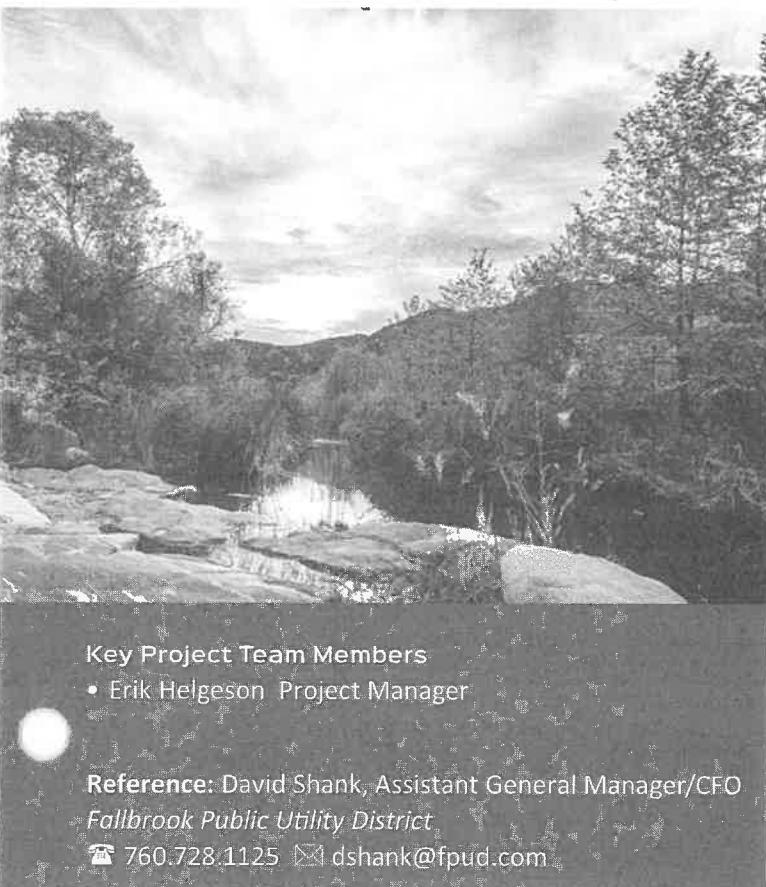
2700 Foothill Blvd., La Crescenta, CA 91214

818.236.4119 dgould@cvwd.com



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

Fallbrook Public Utility District Fallbrook, California



Key Project Team Members

- Erik Helgeson Project Manager

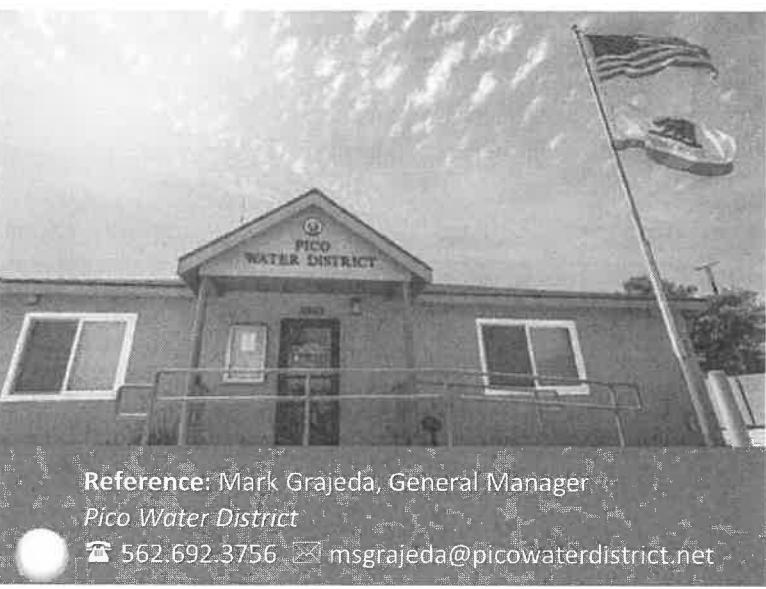
Reference: David Shank, Assistant General Manager/CFO
Fallbrook Public Utility District
760.728.1125 dshank@fpud.com

The Fallbrook Public Utility District (District) serves a population of approximately 35,000 within a roughly 44 square mile service area located in northern San Diego County, California. The District was incorporated in 1922 and is governed by a five-member Board of Directors. The District provides water, wastewater and recycled water service to residential, agricultural, commercial, and institutional customers.

In 2022, the District retained Bartle Wells Associates (BWA) to develop fifteen-year financial projections and cost-of-service rate studies for the District's utilities. BWA worked closely with the District staff and the Board's Fiscal Policy and Insurance Committee to review and recommend solutions for a number of issues including the District's reserve policies, cost allocations and water and wastewater rate structures.

After facing a large, well organized protest effort to the previous rate study adoption, the public hearing for the BWA rate study had more members of the public voice their support for the proposed rates than those in opposition. The adopted rates were passed by the Board on a 5-0 vote. The rates included a five-year transition from 70% variable to a 70% fixed residential wastewater rate structure, a reduction in the number of residential water tiers and updated water cost allocation reflecting the addition of a new local water supply source.

Pico Water District, California



Reference: Mark Grajeda, General Manager
Pico Water District
562.692.3756 msgrajeda@picowaterdistrict.net

Pico Water District (District) provides water distribution and maintenance service to 5,600 customers in Pico Rivera, CA. The District provides water service to its customers through the use of a 1.25-million-gallon reservoir and five wells ranging in water production from 600 gallons per minute to 2,800 gallons per minute. The District pumps all of its water from the underground aquifer known as the Central Basin, which is an adjudicated water basin.

The District contracted BWA to conduct a water rate study which recommended rates sufficient to support capital projects and complied with Proposition 218. BWA provided several rate structure recommendations including transitioning to a uniform rate structure. The Pico Water District Board adopted the BWA recommended rates after a successful 218 process.

Additional References from Subconsultants



Inland Empire Utilities Agency

Francis Concemino

909.993.1459

fconcemino@ieua.org

Projects:

- Carbon Canyon Water Reclamation Facility Primary Clarifier Nos. 1 and 2 Assessments
- Regional Plant 1 Primary Clarifiers Nos. 9 and 10 Assessments
- 8-inch Sludge Line Assessment

Irvine Ranch Water District

Dane Johnson

949.453.5529

johndson@irwd.com

Projects:

- Steel Tanks Condition Assessments
- Turtle Ridge Pipeline Assessment and CP Design
- Rattlesnake Reservoir Drain Pipe Assessments

Eastern Municipal Water District

Nathaniel Olivas

951.928.377 ext. 4447

olivasn@emwd.org

Projects:

- TVRWRF Plant 1 Aeration Basins Assessments
- TVRWRF Tertiary Clarifier Assessment
- Romoland Feeder Assessment and CP Design



Valley Water

Luisa Sangines, PE Senior Engineer

408.630.3124

lsangines@valleywater.org

Projects:

- Preparation of the 5-year Watershed Sanitary Survey Update (2021).
- On-call Regulatory Support (Annual Regulatory Report for Board of Directors, tracking table for staff).
- Evaluation of manganese issues at surface water treatment plant.

City of Sacramento

Mark Severeid Water Quality Superintendent

916.808.8667

msevereid@cityofsacramento.org

Projects:

- Regulatory Support: preparation of annual monitoring calendar for two surface water treatment plants and approximately 30 wells.
- Preparation of Excel based health risk assessment model.
- Support for preparation of annual Consumer Confidence Report and the every 3-years Public Health Goal report.

El Dorado Irrigation District

Nicole Graham Environmental Compliance Supervisor

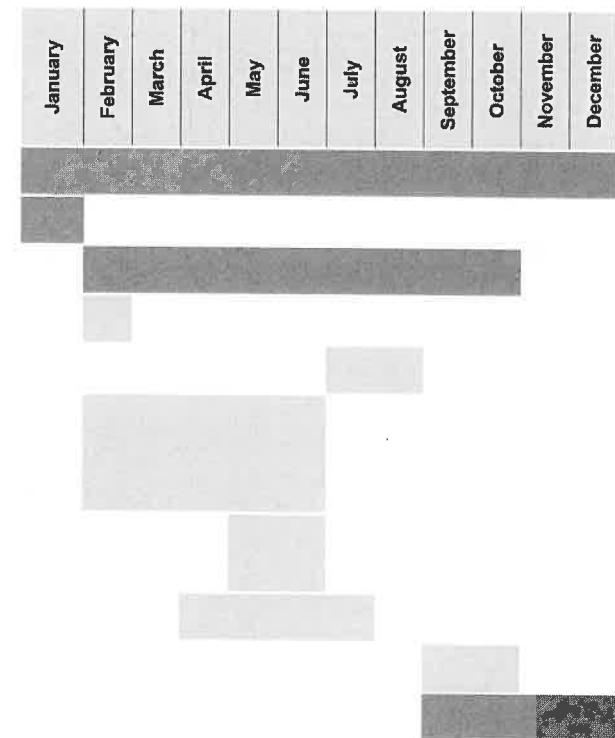
530.295.6867

n.graham@eid.org

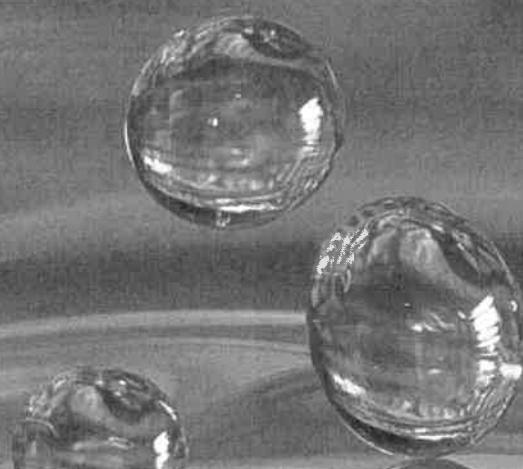
Projects:

- Lead and Copper Rule Revisions, support for preparation of District's service line inventory.
- Pilot-scale testing of granular activated carbon (GAC) at surface water treatment plant for control of disinfection byproducts.
- Post wildfire support to evaluate water quality impacts.

Scope of Work Tasks	
1	TASK 1 - MEETINGS AND PROJECT MANAGEMENT
2	TASK 2 - RESEARCH
3	TASK 3 - CITY WATER MASTER PLAN
3.1	Demand and Supply Analysis Establish the City Water System currently and to 2040.
3.2	Optimization of Supply Facility Operation Provide a detailed analysis of supply, storage, and pump utilization and facility optimization.
3.3	Distribution System This task includes reviewing and developing a GIS based hydraulic model, and calibrating it to SCADA information. The task includes system evaluation for the existing system and for future demand forecasts, including accounting for drought or recycled water. The task includes developing recommended improvements for water pipelines, storage facilities, and pumping facilities. It is based on the optimization analysis.
3.4	Water Quality and Treatment Review the City's water quality monitoring plan and determine adequacy, including sample location and frequency of sampling.
3.5	Asset Management and Sustainability Water facility management and replacement, including remaining service life.
3.6	Capital Improvement Program (CIP) Develop a five-year (short-term) and 20-year (long-term) CIP.
4	TASK 4 - WATER RATE STUDY AND FEES



Reliable Responsive Solutions



Cannon

11900 W Olympic Blvd., Ste. 530
Los Angeles, CA 90064
310.644.1166

Cannon: Fee Schedule/Cost Proposal
City of Huntington Park Water Master Plan & Rate Study

Scope of Work Tasks	Cannon Hours												WCA Hours ^a						Barth Wells ^b			VA Engineering ^c			Costs		
	Studio Principal Engineer	Studio Associate Engineer	Studio Project Engineer	Engineering Analyst	Senior Engineer	Senior Associate Engineer	Associate Engineer	Total Hours	Senior Principal Engineer	Principal Engineer	Associate Engineer	Assistant Engineer	GIS Technician	Total Hours	President	Principal Scientist	Engineer	Total Hours	Principal Engineer	Associate Engineer	Total Hours	Principal Engineer	Associate Engineer	Total Hours			
Hourly Rates	\$250	\$213	\$165	\$115	\$200	\$180		\$205	\$273	\$206	\$176	\$153		\$403	\$248	\$165		\$250	\$164		\$248	\$207		Other Costs	Total Cost		
TASK 1: MEETINGS AND PROJECT MANAGEMENT																									\$7,240		
1.1	Meetings and Workshops - Work with the City to coordinate a kick-off meeting with the City (3 Meetings)	2	2	2	2	2	2	12	2	2	2	2	2	8	24	4	6	1	1	1	1	1	1	1	1	\$5,382	
1.2	Operational workshops and field visits. Prepare and administer workshops with the City staff. The workshops will focus on a discussion of the water system operation, including water quality and taste testing, broken pipes, fire hydrants, and fixture audits. (3 - Meetings)	8	8		2		2	20	8	8	4			20					8	8	16					\$13,182	
1.3	Project meetings. Prepare and administer meetings with City staff at different points in the presentation process. It is anticipated that these meetings will be organized around key milestones or expected information periods. In addition, upon completion of each draft report (Master Plan and Rate Study), prepared, if requested, the presentation to City Council, and the sessions on a public forum, the presentation capsules and public engagement process proposed by the consultant is a key focus as the presentation to the public to prepare for the study. (3 - Meetings)	8	8		2		2	20	8	8	6			20					8	8	16					\$13,875	
1.4	Executive Team Meetings. Prepare, attend, and provide support (written material) for Water Master Plan (3 - Meetings)	4	4	1	1			10	8	8	2			10					8	8	16					\$9,782	
1.5	City Council Study Sessions and Regular City Council Meetings. Prepare, attend, and provide support presentation results at City Council Study Sessions and Regular City Council Meetings. Prepare ppt slides and other information in coordination with the City presentation staff report. (2 - Meetings)	8	8		2		2	20	6	6	2			20					12	12	24					\$13,228	
1.6	Meetings with Stakeholders. Prepare, attend, and provide support (material) for Water Master Plan meetings. (3 - Meetings)	2	2		1			5	1	1				5					2							\$1,840	
1.7	Public Meetings. Prepare and present material at a public meeting, coordinating the meeting, advertising the meeting, and preparing the PowerPoint support slides and other presentation information. (2 - Meetings)	2	2	2	1			7	2	2				7					8	8	16					\$5,898	
1.8	Project Management. Work with the City to manage the project in alignment with the following project. This includes project scheduling, effective cost control, and internal communication between the Agency and the developer. We will manage correspondence through various channels, including scheduling telephone conferences, sending emails, preparing project status reports, holding monthly summaries, and producing project memorandums as necessary. Additionally, we will format detailed monthly invoices. This procedure approach guaranteed at work delineated and implemented process is required for this project.	8	8		2			18	6	6				18					4	4	8	10	16	26		\$14,610	
TASK 2: CITY WATER WASTEWATER																									\$6,812		
2.1	Documentation. Data Collection, Synthesis, Review, Project Planning. Includes public input processes at the City or presentation. Documentation is required to be provided to the City for review and for the public, as the project will have to work with the City to develop the required information and supporting documentation. Current and shall ensure a schedule of all activities identifying all of the consultant's work tasks with start and finish dates. The schedule shall be developed and updated, if necessary, on a monthly basis.	2	2	2	2	1		7	1	4	8	8	6	27					2	8	4	10	14			\$11,485	
2.1.1	Utility Research. Gather comprehensive data for all alternative layouts for utility conveyance.	1	1	8	2			12	1	4	8	8	10	21					2	6	8					\$9,815	
2.1.2	Prepare a study to create a baseline model of the City's Water System.	1	1		1			3	1	4	8	8	10	31												\$6,888	
2.2	Project Management. Set up Project tasks, scheduling, consulting, and correspondence between the Agency and developer for the change in tank material, from steel to concrete. Correspondence includes intelligence memorandums, emails, project status reports, monthly status reports, project review memos, when necessary, and detailed monthly invoices.	2	1		2			5	1	2				5					2	2	4					\$2,848	
TASK 3: CITY WATER WASTEWATER																									\$547,595		
3.1	Demand and Supply Analysis. Establish the City Water System capacity and to 2050.	2	2	112	40	63	81	300	13	220	303	286	193	194	98	199	112	300	3	2	3	84	154	258		\$10,953	
3.1.1	Review and evaluate how City's drought regulations and short and long-term impacts will influence the Water Master Plan. Evaluate its evolution in the City's water conservation program, and City's Drought Planning.	2						2	2	6	12	24	8	52												\$10,958	
3.1.2	Provide recommendations for Loop 4 City's groundwater pumping costs orifice the amount of groundwater used from MWOT.	2						2	2	20	12	8	2	44												\$7,899	
3.2	Optimization of Supply Facility Operations. Provide a detailed analysis of supply, storage, and pump utilization cost facility optimization.	2						2	2	12	8	6	2	32												\$13,382	
3.2.1	Utilization of SCADA system and provide recommendations for a requirement SCADA needed for "load" automation and how to increase energy efficiency.	2						2																		\$112	
3.2.2	Evaluate the utilization of MWOT connections for peak demand flow.	2						2																		\$0,057	
3.2.3	Provide an evaluation of using Variable Frequency Drive (VFD) application to switch pump pressure and demand requirements.	2						2	1	4	8	12	2	27												\$5,075	
3.3	Distribution System. This task includes reviewing as designed a GIS based network, and evaluating it to SCADA information. The task includes system evaluation for the existing system and for future demand scenarios, including accounting for drought or recycled water. The task also includes recommended requirements for water pipeline, storage facilities, and pumping facilities. Perform reanalysis analysis.	2						2	6	42	50	108	20	258												\$65,846	
3.3.1	Evaluate funding program and its benefits to the City.	2						2																		\$512	
3.3.2	Evaluate water infrastructure - and pipeline programs.	2						2																		\$512	
3.3.3	Evaluate cross-connected control programs, including cross-connection control evidence.	2						2																		\$512	
3.3.4	Evaluate tank inventory program.	2						2																		\$512	
3.3.5	Assess condition and reliability of programs of reservoirs, tunnels, pipes, tanks, and storage tanks.	2						2																		\$512	
3.3.6	Utilization of design options materials (i.e. PVC, HDPE, etc.).	2						2																		\$512	
3.4	Review the City's water quality monitoring plan and determine which should be used, but not be limited to, sample location and frequency of sampling.	2						2																		\$14,862	
3.4.1	Review monitoring data and discuss any concerns with anticipated water quality regulations.	2						2																		\$20,202	
3.4.2	Identify and discuss the City's water quality regulations.	2						2																		\$18,242	
3.4.3	Identify and discuss the City's water quality regulations to current permit and anticipations of future regulations.	2						2																		\$21,192	
3.5	Asset Management and Reliability. Water facility evaluations and replacement, including service life.	24	21	10	21	27	103																			\$14,045	
3.5.1	Evaluate the appropriateness of a CIP and presenting a CIP for asset management of the City's water system.	20	21	10	21	27	99																			\$26,776	
3.5.2	Data collection and analysis new record of existing facilities. (2 P.W.B.W.)	20	21	11	21	27	103																			\$11,031	
3.5.3	Review characteristics of existing water and other smart solutions.	18	16	4	4		38																			\$17,077	
3.6	Capital Investment Programs (CIP). Develop a CIP for the City's water system. The CIP will include a capital investment plan for the City's water system, including an analysis of capital requirements and costs, and the development of a capital investment plan for the City's water system.	40	20	30				40	6	20	16	20	68													\$3,626	
3.6.1	Provide an assessment of capital requirements and costs, and the development of a capital investment plan for the City's water system.	4	6	16	8	52																				\$1,038	
3.6.2	Provide a prioritized capital program, which includes planning for cost estimates and consequences.	4	6	16	8	52																				\$28,681	
3.6.3	CIP analysis should allow the City to add to the CIP after Water Master Plan completion.	8	8																								
3.7	Revised Water - Based on the Water Management Plan	2	2					4																			\$10,538
3.8	Project Management. We will deliver comprehensive project management services. This includes project scheduling, critical milestones, and communication between the Agency and the developer. We will manage contract renewals through various channels, including conducting telephone renewals, sending emails, generating project reports, delivering monthly summaries, and producing project memorandums as necessary. Additionally, we will furnish detailed monthly invoices.	20	20					40	20	30				60					3	2	5					\$27,826	

Scope of Work Tasks		Cannon Hours										WQTS Hours ^a						Barrie Wkhs ^a			VA Engineering ^b			Costs	
		Senior Project Engineer	Senior Associate Engineer	Senior Project Engineer	Engineering Assistant	Senior Associate Engineer-Controller	Associate Engineer-Electrical	Total Hours	President	Principal Scientist	Engineer	Total Hours	President	Associate Engineer	Total Hours	President	Associate Engineer	Total Hours	Other Costs	Total Cost					
		\$256	\$213	\$185	\$116	\$260	\$190																		
D	Task 3: Deliverables:																								
D.1	Preliminary Concept Report for Water system improvement recommendations in WMT and P&F format.	1	1		2	8	30	36	12	32	118													\$30,093	
D.2	Five (5) copies of the draft report along with the updated computer hydraulic model.	1	1		2																			\$8,188	
D.3	One (1) copies of the final report along with the updated computer hydraulic model.	1	1		2																			\$8,307	
D.4	Printable making all recommended systems improvements in Excel (edatable) format.	1	1		2	2	4	12	8		28													\$8,908	
D.5	Multi-Year Replacement/Replacement CIP Tasks in Excel (edatable) format to year 2090.	1	1		2	2	4	12	8		28													\$8,908	
D.6	An 11x17 Map of the Multi-Year Master Water replacement plan by year, showing scope of replacement to year 2090. Includes hand copy not to exceed 1 acre coverage of the water system network, cross boundary 1 inch/200 foot scale drawings with valve sheet included as an Appendix in the Master Plan report. Each drawing sheet showing pipe diameter, pipe size, pipe type, valve locations, buried location and all service lateral sizes (lateral sizes listed can cut off not necessary). This map should clearly identify existing and proposed facilities in the above listing (pump station, pipe valve, valve, valve, pump station, valve, valve, etc.). Information for size and location. The contour lines depicted in the background of the drawing is sheets.				1	8	8	12	24	53														\$10,678	
D.7	An 11x17 Map of the Multi-Year Master Water replacement plan by year, showing scope of replacement to year 2090.				1	6	12	4	24	49														\$10,090	
D.8	An 11x17 Map detailing replacement projects over the multi-year period and depicting scope of replacement via legend.				1	6	12	4	32	57														\$11,551	
D.9	GIS map(s) detailing location of replacement.				6	4	4	12	28															\$5,388	
D.10	Information Planner files.				2	8			2	12															\$2,547
E	Task 4: WATER RATE STUDY & FEES	26		26	9	41				16								72	94	163					\$41,377
E.1	Water Rate Study	1					1											4	4	8					\$1,835
E.2	Provide necessary analysis and documentation to perform the study of the City's water utility rates and recommendation of a five-year rate schedule.																	2	2	4					\$1,810
E.3	Review current rates and fee schedules to evaluate current production capacity and ability to meet the City's capital, operating, and maintenance requirements.	1																2	2	4					\$1,010
E.4.1	Provide and identify and summarize water infrastructure needs.	1																2	4	6					\$1,318
E.4.2	Prepare a five-year (short-term) and 20-year (long-term) CIP implementation schedule.	1																2	2	4					\$1,010
E.4.3	Evaluate and provide recommendations for financing options to address the City's capital needs for water infrastructure improvement.	1																2	2	4					\$1,010
E.4.4	Develop a fair and reasonable rate structure, and adopt new water rates and fees for a five-year period and a ten-year Financial Plan, and 20-year period that will provide the necessary revenue to meet the City's water related CIP needs.	1																4	6	10					\$2,143
E.4.5	Review Key Background Information for the Water System, including, but not limited to: Regulatory requirements, bond covenants, and other contractual requirements and obligations.	1																2	3	5					\$1,164
E.4.2.1	Review historical expenses, operating expenses, debt service requirements, revenue policies (i.e., working status fee (revenue and replacement), billing and collection procedures, approved rate and charged customer information, exchange rates).	1																2	2	4					\$1,010
E.4.2.2	Review historical of supply system facilities and the proposed CIP.	1																2	2	4					\$1,010
E.4.2.3	Review the City's projected revenue and expenses and determine the required bonding requirements.	1																3	8	11					\$2,193
E.4.3	Develop a five-year (short-term) and 20-year (long-term) CIP implementation schedule by rate levels, as well as, typical customer groups, such as average single-family users, and by typical user size for non-residential customers. City reserves the right to review, modify, and approve survey content and add or delete from the list of head water gauge points surveyed.	1																2	4	6					\$1,318
E.4.4	Review historical of supply system facilities and the proposed CIP.	1																2	2	4					\$1,010
E.4.5	Provide comments as to what the projected revenue must projected operating and capital needs to satisfy bond covenants and related and/or recommended revenue levels.	1																5	6	11					\$2,402
E.4.6	Evaluate and provide recommendations of projected rate increases and recommended rates needed to meet operating requirements, capital requirements, regulatory obligations, and bonding levels without any additional obligations.	1																2	2	4					\$1,010
E.4.7	Provide a methodology for annual adjustments to determine rates over the five-year period.	1																4	4	8					\$1,838
E.4.8	Identify various incentives for additional debt and alternative rate design resources. The alternative should consider the utility's fiscal health as well as, ratepayer impacts. Additional debt resources will be developed in conjunction with the City.	1																4	4	8					\$1,838
E.4.9	For each field or rate schedule, assess the feasibility of the proposed results to determine in various key variables.	1																2	2	4					\$1,010
E.4.10	Review the consultant that prepared a draft and a final report which includes the following:	1																4	12	16					\$3,087
E.4.10.1	A brief description of the water system. Including water source, revenue capacity, etc.	1																1	2	3					\$782
E.4.10.2	Source(s) of supply (including a description of water rights/permits/limits including status of City's assent to water rights). Historical and projected net available yield and movement of the groundwater system to the year-ahead to determine.	1																1	1	2					\$996
E.4.10.3	Provide a revised service area description, including service area perimeter.	1																1	1	2					\$998
E.4.10.4	Provide and discuss an overview of financial operations over the last five years with corrective recommendations, if needed.	1																2	3	5					\$1,184
E.4.11.5	Provide and discuss a description of the capital improvement program, including State and Federal regulatory requirements, a five-year (short-term) and 20-year (long-term) summary of proposed capital expenditures and a statement of the sufficiency of improvements to meet operating needs and regulatory requirements and a statement of the cost estimate.	1																3	5	8					\$1,731
E.4.10.6	Provide and discuss the comprehensive revenue, expense projection described above.	1																2	2	4					\$1,010
E.4.10.7	Provide rate comparison for the items described above. And identify and evaluate potential funding between financing options and other funding sources.	1																3	3	6					\$1,423
E.4.11	Provide guidance to the City in regard to compliance with the P-2000/210 process as it applies to water services. The consultant will include, as an option, the interaction and completion of the P-2000/210 process as a service to the City. It is the intent of the City to complete and adopt, if at all, the Water rates as the outcome of the P-2000/210 process at a public meeting.	1																4	4	8					\$1,835
D	Deliverables:																								
D.1	Preliminary Concept Report for Water Study in Word and PDF format.																	2	2	4					\$826
D.2	Five (5) copies of the draft report along with the updated computer hydraulic model.																	1	1	2					\$413
D.3	One (1) copies of the final report along with the updated computer hydraulic model.																	1	1	2					\$413
A.12	Project Management: We will defer comprehensive related management services. This involves initial scheduling, control measures, and communication between the Agency and the developer. We will manage correspondence through e-mail channel, scheduling telephone conversations, sending emails, performing project status reports, developing monthly summaries, and updating project memorandum as necessary. Additionally, we will handle detailed contract awards.																	8	2	8					\$8,558

^a AMTU, RA, WQTS and Wkhs have a 10% Mark-up

ATTACHMENT 2

City of Huntington Park

Proposal for:

Professional Planning,
Environmental, Water Engineering
Design Services for Water Master
Plan & Rate Study

CITY OF
HUNTINGTON PARK

December 12, 2023

Submitted by:

West & Associates Engineering, Inc.

December 12, 2023

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

Subject: Professional Planning, Environmental, Water Engineering Design Services for Water Master Plan & Rate Study

Dear Mr. Roldan:

West & Associates is pleased to submit our Proposal for Professional Planning, Environmental, Water Engineering Design Services for Water Master Plan & Rate Study for the City of Huntington Park.

In this proposal, you will find that our team has extensive water infrastructure planning experience. As Project Manager, I have been involved in the preparation of related water planning documents (UWMPs) for 24 agencies throughout California. I have also been involved in the planning and design of individual water supply, pumping station, and distribution projects, such as new water wells for public agencies. As a firm, our goal for this project will be to provide the City with a quality report that staff can rely on as a quick source of information.

We have reviewed the City's 2020 UWMP and existing water master plan to get a better understanding the City's needs. Our approach for this project will be to gather and review data prior to the Kickoff Meeting in order to **utilize the Kickoff Meeting as a true working meeting (i.e. "workshop")**. We have provided an efficient schedule which shows completion of the Water Master Plan by August, 2024, which also allows for sufficient public notification of any pending water rate increases (i.e. 30 days).

I have read, understood, and agreed to all statements in this Request for Proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced. This proposal is valid for a period of no less than one-hundred & twenty (120) calendar days from the date of this submittal. We have also acknowledged and signed Addendum No. 1, which is included on the following page.

Sincerely,



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

TABLE OF CONTENTS

CONTENTS

SECTION 1: COVER LETTER

SECTION 2: CONSULTANT'S BACKGROUND

SECTION 3: QUALIFICATIONS AND EXPERIENCE OF PERSONNEL

SECTION 4: PROJECT APPROACH

SECTION 5: PROPOSED PERSONNEL (KEY RESUMES)

SECTION 6: REFERENCES

SECTION 7: SCHEDULE AND SCHEDULE CONTROL

SECTION 8: FEE SCHEDULE/COST PROPOSAL

**Fee is provided in a separate envelope*

SECTION 2: CONSULTANT'S BACKGROUND

Company Background

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



GENERAL CIVIL / ROADWAYS

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



WATER PLANNING

UWMPS, Master Plans, etc.



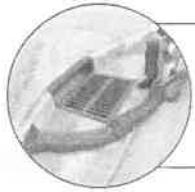
FACILITIES

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



PIPELINES

Water Mains, Sewers, Storm Drains, Etc.



QSD/QSP SERVICES

Including preparation and inspection of SWPPPs, WQMPs, etc.

Services Listed Include ALL Major Phases of Work:

- Planning
- Design
- Construct. Management

Other Notable Services:

- Plan Check
- Staffing Augmentation
- Specialty Studies

Nearly all of the past experience by the West project team members has been with public agencies. As such, **our focus is on public clients**. Mr. West and the project team members have experience with **over**

SECTION 2: CONSULTANT'S BACKGROUND

sixty (60) public agencies throughout Southern California. A good portion of these clients are repeat clients that the team members have worked with over the years on more than one project. The following are clients that Mr. West and the project team members have worked with:

- **Cities (49), including:** Alhambra, Anaheim, Arcadia, Azusa, Baldwin Park, Banning, Beverly Hills, Bellflower, Blythe, Calexico, Chino, Chino Hills, Covina, Commerce, Culver City, Cypress, Glendale, Glendora, Hawaiian Gardens, Huntington Park, Inglewood, Irwindale, Irvine, Laguna Niguel, La Habra, La Palma, Lomita, Lynwood, Manhattan Beach, Moreno Valley, Norwalk, Pico Rivera, Pomona, Rancho Santa Margarita, Ranchos Palos Verdes, Rialto, Riverside, San Dimas, San Fernando, San Juan Capistrano, Santa Monica, Shafter, Sierra Madre, Simi Valley, South Pasadena, Thousand Oaks, Torrance, Ukiah, Whittier
- **Water Agencies (14), including:** Azusa Light & Water, Crescenta Valley Water District, East Orange County Water District, Foothill Municipal Water District, Golden State Water Company, Irvine Ranch Water District, Kinneloa Irrigation District, Lake Arrowhead Community Services Department, Lincoln Avenue Water Company, Long Beach Water Department, Mesa Water District, San Gabriel Valley Municipal Water District, South Coast Water District, Valley Water Company
- **County Agencies (2) including:** Los Angeles, San Bernardino

As evident by our clients shown above, our Project Team members have served clients all over Southern California, regardless of the distance. In fact, we have completed services for municipal agencies which are **several hours away from our office**. We are very versatile and able to serve your needs!

Office Location and Contact Information

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



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

SECTION 2: CONSULTANT'S BACKGROUND

General Information:

In accordance with the information requested in the RFP, we hereby provide the following information:

No.	Description	Company Data
1	Official name and address	West & Associates Engineering, Inc. 78 Anacapa Court Foothill Ranch, CA 92610
2	Proposer's primary point of contact	Phillip West (949) 716-7670 philw@westaeng.com
3	Type of entity	S-Corporation
4	Corporation Numbers	Fed No. 81-5259524 CA No. C3986570
5	Totally or partially owned by another business organization or individual?	No. Privately owned and operated.
6	Number of years Proposer has been in business under the present business name	8 years
7	Number of years of experience the Proposer has provided equivalent or related services	18 years
8	Failures or refusals to complete a contract?	No
9	Individuals/Firms who own an interest of 10% or greater in the firm	Mr. Phillip West, P.E.
10	Number of Employees (Including Part-Time Support Staff)	7
11	Financial interests in other lines of business?	No
12	Claims for Money or Damages History	None
13	Litigation/Adverse Judgement History	None
14	Termination of Contract "For Cause" History	None
15	Disciplinary Actions by Professional/Governing Bodies	None

SECTION 2: CONSULTANT'S BACKGROUND

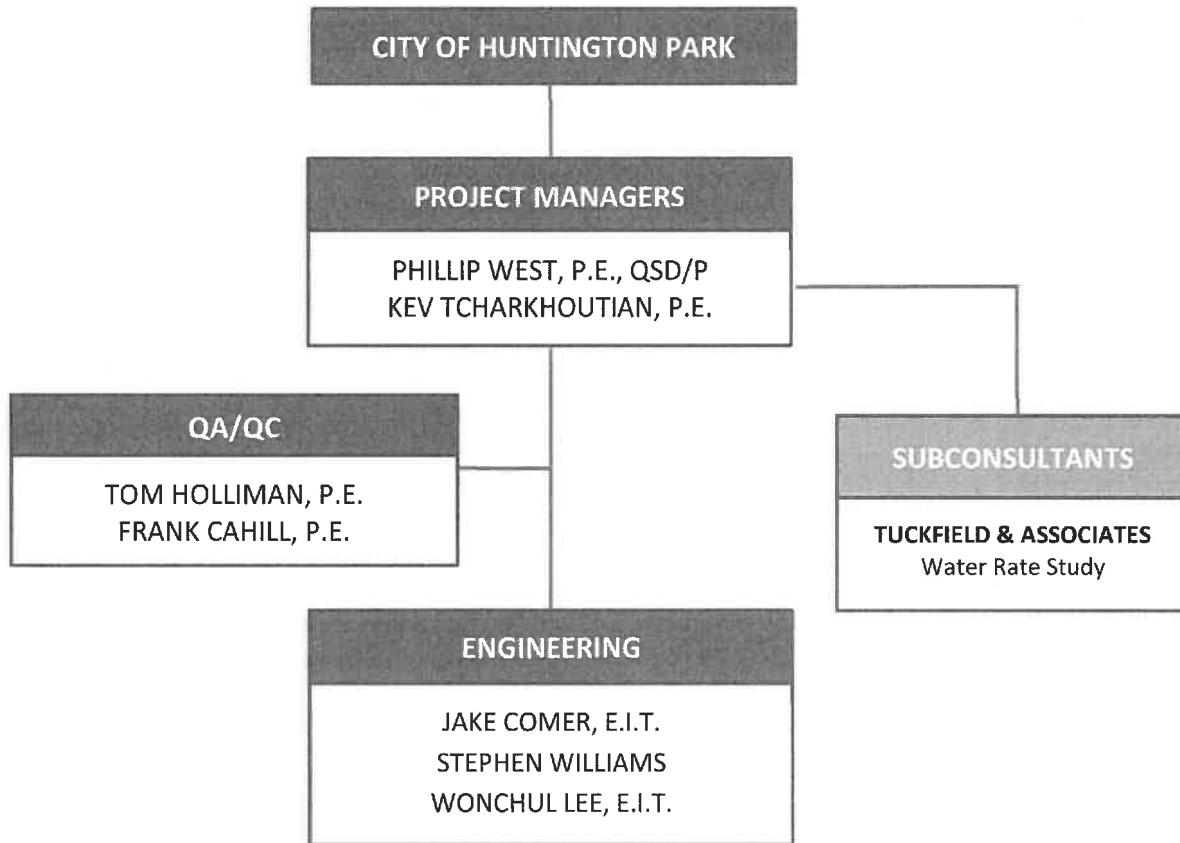
WATER PLANNING / FACILITIES / PIPELINES	
AGENCY	PROJECT NAME
City of Alhambra	2020 Urban Water Management Plan
City of Alhambra	Winchester, Stockbridge, Norwich, & Commonwealth Water Mains
City of Alhambra	Winthrop, Westmont, Norwich, & Commonwealth Water Mains
City of Alhambra	Westmont Drive Water Main
City of Anaheim	Country Glen Water Main Replacement
City of Anaheim	Country Glen Water Main Replacement: Phase II
City of Anaheim	Katella Ave Water Main Replacement
City of Arcadia	Orange Grove Disinfection Station Upgrades
City of Calexico	2020 Urban Water Management Plan
City of Chino	Baker Avenue Water Main Replacement
City of Chino Hills	Maroon Bell-Winchester Water Main Replacement
City of Commerce	Camp Commerce Water Main Upgrade
Golden State Water Company	Lawndale Area Main Replacements: Hawthorne Blvd. Phase II
City of Huntington Park	2020 Urban Water Management Plan
City of Inglewood	Water Main Replacement - 76th/77th/78th St.
City of Inglewood	Water Main Replacement - Phase V
Irvine Ranch Water District	Culver Drive Recycled Water Main Replacement
Kinneloa Irrigation District	New York Drive Water Main Replacement
Kinneloa Irrigation District	Kinneloa Mesa Water Main Replacement
Kinneloa Irrigation District	Windover & Sierra Madre Villa Water Main Replacement
Kinneloa Irrigation District	East-West Tank Connector Preliminary Design Report
Kinneloa Irrigation District	East-West Tank Connector Pipeline
City of La Palma	Walker Well & City Yard Well Improvements
City of Lomita	Water Main Replacement Plan Check
City of Lynwood	Well 22 Site Selection & Preliminary Design Report
City of Lynwood	New Well 22 & Site Improvements
Long Beach Water Department	27th St. & Via Passilo Water Main Replacement
Long Beach Water Department	Large Valve Replacement
Long Beach Water Department	Water Main Bridge Crossings Rehabilitation
City of Lynwood	State St. & Tweedy Blvd. Water Main Replacement
City of Pico Rivera	Three Water Main Inter-Ties
City of Pomona	District 2 Phase 3 Water Main Replacement
City of Pomona	District 4 Phase 1 Water Main Replacement
City of Pomona	Districts 1, 2, & 5 Water Main Replacement
City of Pomona	District 6 Phase 4 Water Main Replacement
City of Pomona	Phillips Ranch Water Service Replacement
City of Pomona	Fire Hydrant Replacement
City of Pomona	Park Avenue Water Main Replacement
City of Rialto	New Well 3A
City of Santa Monica	3 rd Court Water Main Replacement
City of Ukiah	2020 Urban Water Management Plan

41 TOTAL RELATED PROJECTS

SECTION 3: QUALIFICATIONS & EXPERIENCE OF PERSONNEL

Organizational Chart

The project team will consist of the individuals below:



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

Key Staff

Phillip West, P.E. – Project Manager & Engineer

- Eighteen (18) Years' Experience
- Experience with Water & Master Planning Documents

Kev Tcharkhoutian, P.E. – Project Manager

- Over Forty (40) Years' Experience
- Served as City Engineer or Public Works Director for Four (4) Agencies

SECTION 3: QUALIFICATIONS & EXPERIENCE OF PERSONNEL

Tom Holliman, P.E. – Quality Assurance/Control

- Forty (40) Years' Experience
- Experience with Potable and Recycled Water Master Plans

Project Team Roles

The Project Managers, Mr. Phillip West and Mr. Kev Tcharkhoutian, has considerable experience in the planning and design of water infrastructure, and has been involved with water and sewer master planning documents. Mr. West has also either personally prepared or overseen the preparation of twenty-four (24) UWMPs, which are related documents to water master plans. Finally, through the recent UWMP Project, he is familiar with the water infrastructure of the City of Huntington Park.

The Engineers will assist and receive direction from Mr. West in doing research and obtaining statistics and reports from the City to compile all the information necessary to produce a comprehensive, thorough, and understandable Water Master Plan. They will also help Mr. West in the formatting of the final report.

Mr. Holliman and Mr. Cahill will provide necessary quality review and give keen insight to assist with the development of the Water Master Plan. They will assure that the product is accurate and of high quality.

Subconsultants

Brief descriptions of our sub-consultants are provided below:

Water Rate Study Support Services:

Tuckfield & Associates, Inc
2549 Eastbluff Drive
Ste. 450B
Newport Beach, CA 92660
949.760.9454

Company Overview: Tuckfield & Associates consulting was founded in 1986 by Mr. Clayton Tuckfield. The firm **has extensive experience with public agencies in California and specializes in rate studies and capacity charge studies.** Mr. Tuckfield is the President and Principal Consultant for Tuckfield & Associates, and routinely conducts rate and capacity charge studies as the sole consultant, having completed such studies in this manner for many clients, including those whose populations have exceeded 100,000. Mr. Tuckfield provides a hands-on approach to projects for quality service to each client.

SECTION 4: PROJECT APPROACH

General Water Master Plan & Rate Study Project Understanding

It is our understanding that the City of Huntington Park (City) is seeking a qualified consultant to perform professional planning, environmental, and water engineering design services for a Citywide Water Master Plan and Rate Study. We understand that the City's existing Water Master Plan was prepared in 1977. As indicated in the Water Master Plan and as previously understood by our staff, we understand that the City contracts out the operations and maintenance of its over 66 miles of gravity mainline pipes and 44 miles of water laterals.

As with any utility system, age, population changes, land use changes, and other factors impact system needs. As a result, the City is seeking a consultant to review and update the current system performance and demands, as well as anticipate out into the future capacity needs, and condition-based repair and replacements programs. Executing a Master Plan for an entire water system requires not only extensive water related experience, but a project approach that build upon itself at each stage and is well thought out so that the resulting Study is valuable to the City presently, and for future city staff and residents alike.

Water Rate Study Public Notification

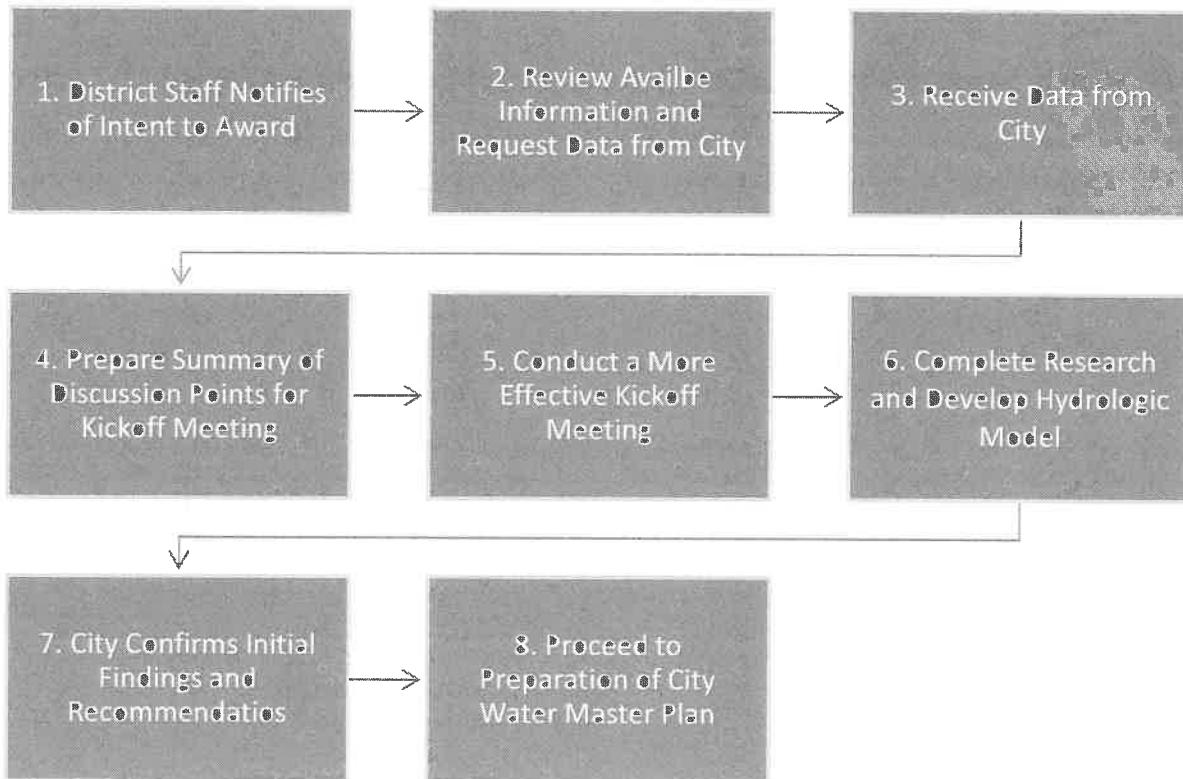
For utilities with less than 10,000 connections (such as the City), the general rate study process can be done through a less formal process. The City may request a rate increase by filing an advice letter that is reviewed by City Council. The City's Water staff are required to provide notice of the advice letter filing to its customers by mail, bill inserts, or email at least 30 days before the proposed rate increase would take effect. We understand that it will be important to indicate to the City's customers why any rate increases are valid, and to mitigate the impact that the rate increases have on customers.

Project Approach

To accomplish the Scope of Work listed in the Request for Proposal, we intend to begin preliminary work on this project upon notice of contract award (instead of upon Notice to Proceed). Typically, notice of contract award occurs up to two weeks prior to the Kickoff Meeting. The preliminary work conducted prior to the Kickoff Meeting will include preparing for the kickoff meeting and starting a thorough research request (Task 2 of the RFP). One goal of the early start will be to **utilize the Kickoff Meeting as a true working meeting (i.e. "workshop")** in addition to defining the project schedule and project expectations. We have found success in being able to ask specific question up front during the kickoff meeting. Typically this saves time on the project schedule and accelerates the time to first deliverables are due. Our approach is **illustrated on the following page**.

SECTION 4: PROJECT APPROACH

Project Approach (Initial Phase of Project)



SECTION 5: PROPOSED PERSONNEL

Resumes of Key Staff

Brief resumes of the Key Staff Listed in Section 3 of this Proposal are included in this Section:

- Phillip West, P.E. – Project Manager
- Kev Tcharkhoutian, P.E. – Project Manager
- Tom Holliman, P.E. – Quality Assurance/Control
- Clayton Tuckfield, P.E. – Water Rate Study

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

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

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

OVERVIEW:

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

RELATED PROJECT EXPERIENCE:

Mr. West has a significant amount of Water Planning Experience as described below:

City of Huntington Park

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

2015 Urban Water Management Plans

- Prepared nearly each page of the written report, coordinated with Client staff and outside agencies, assisted with Council/Board Adoption, and coordinated the submittal to the Department of Water Resources (DWR) for a total of sixteen (16) Urban Water Management Plans as follows:

• City of Alhambra	• City of Lomita
• City of Blythe	• Rubio Canyon Land & Water
• City of Azusa Light & Water	• City of San Fernando
• City of Calexico	• City of Santa Monica
• Crescenta Valley Water Dist.	• San Gabriel Valley Municipal Water District
• Foothill Municipal Water Dist.	• City of Sierra Madre
• Lake Arrowhead CSD	• City of Torrance
• Lincoln Avenue Water Com.	• Valley Water Company

Other (Recent) Experience:

- Mesa Water District: On-site staff augmentation for approximately one (1) year time period.
- Assisted with the preparation of the Well Site Selection Technical Memo for the City of Lynwood's Well 22. The Technical Memo evaluated several site alternatives within the City for a new Well 22. The Technical Memo concluded that the City's Lynwood Park Site was the most feasible location for a new well.
- Assisted with the preparation of the Well Site Selection Technical Memo for the City of Rialto's Well 3A. The Technical Memo evaluated several site alternatives within the City for a new Well 22.

**Kev Tcharkhoutian, P.E.
Project Manager****EDUCATION:**

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

REGISTRATION:

Registered Civil Engineer, California
No. 44598

OVERVIEW:

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

RELATED PROJECT EXPERIENCE (CITY ENGINEER OR PUBLIC WORKS DIRECTOR)

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

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

RELATED PROJECT EXPERIENCE (OTHER AGENCY EXPERIENCE)

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

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

RECENT PROJECT EXPERIENCE

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

CITY OF HUNTINGTON PARK

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

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

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



Thomas R. Holliman, PE
QA/QC



T.R. HOLLIMAN
& ASSOCIATES

Registrations, Certifications, and Licenses
Civil Engineer in California, C033108

Education/Training

- MBA / University of California, Irvine
- BSCE / University of Southern California
- Qualified QSD/QSP, No. 24719
- Envision SP Certified
- Certified Cross Connection Control Program Specialist – AWWA/USC

HOME OFFICE LOCATION: Highland, CA

Relevant Project Experience

Tom Holliman has more than 40 years of engineering experience on a broad range of domestic water, reclaimed water, sewer, and storm water projects involving planning, design, and construction management. He has been responsible for water, sewer, and recycled water master planning, system feasibility studies, preliminary design reports, plans, specifications, cost estimates, and construction management. He is President/Managing Engineer of T.R. Holliman and Associates, Inc. which provides planning and municipal engineering services. Mr. Holliman has also previously served as Manager, Water Resources Engineering (Ontario and Newport Beach offices) for Boyle Engineering Corporation, Inc., Utilities Division Manager for Associated Engineers, Inc., Ontario, CA, Assistant General Manager/District Engineer for the Water Replenishment District of Southern California (WRD), Director of Engineering and Planning/Chief Engineer for the Long Beach Water Department, and Principal Engineer for the Irvine Ranch Water District. Mr. Holliman has also served as Interim Engineering and Operations with the Indio Water Authority. With division and agency-level management in private and public corporations, he has a proven record of innovation, cost saving, profitability, and the ability to handle multiple, complex tasks.

[CV Link](#)

Water Master Plan – Adelanto

Recycled Water Master Plan – City of Santa Ana

Well 19 Upgrades Study – City of Lynwood

Recycled Water Project Implementation Plan – City of Beaumont

Urban Water Management Plan – City of Banning

Clayton Tuckfield, PE MBA

Principal, Tuckfield & Associates Consulting

Education

M.B.A. – Finance,
University of Kansas,
Lawrence, KS, 1985

B.S. – Mechanical
Engineering, Kansas State
University, 1980

Registration

Professional Engineer:
Kansas

Years of Experience

35

Professional History

Tuckfield & Associates,
Principal Consultant (1999
to Present)

Black & Veatch
Management Consulting,
Project Manager (1985 to
1999)

Mobil Oil Corporation,
Engineer (1980-1983)

Profile

Mr. Tuckfield is the Principal of Tuckfield & Associates consulting. He has over 35 years of experience serving in various capacities on work performed for publicly owned water and wastewater utilities. Mr. Tuckfield has performed a variety of financial feasibility and economic analyses studies including utility cost of service and rate design studies, impact fee studies, development of pro forma statements of revenue and operating expense, cash flow analyses, preparation of engineer's reports for revenue bond official statements, valuations of facilities use plans, preparation of alternative financing plans for capital improvement programs, and development of training material for presentation to international interest groups.

Mr. Tuckfield has personally conducted over 100 water and wastewater rate studies for various cities and special districts in California and nationwide. Clients have included the cities of Long Beach, Ventura, Buena Park, Fullerton, and Loma Linda and special districts including Nipomo CSD, Heritage Ranch CSD, Templeton CSD, Keyes CSD, Hilmar CWD, and for many other clients.

Relevant Project Experience

Water and Wastewater Utility Rate Studies, City of San Buenaventura, Ventura, California. Mr. Tuckfield has performed rate study updates almost on an annual basis for the City from 1990 through 2010. In the most recent study, Mr. Tuckfield worked with City Staff to extend the study period to 10 years, develop various cash flow scenarios for alternative CIP plans, expand water customer classifications to reflect actual operations, developed analyses regarding the City's outside rate differential, and presented draft results to City Staff. He has also prepared information for City Staff's use for conducting internal meetings on an as needed basis.

Water and Wastewater Cost of Service and Rate Study, Long Beach, California. Mr. Tuckfield was responsible for cost of service and rates for the water and wastewater utilities for the City. The project work included development of utility rates to promote water conservation and to allow easy implementation and acceptance. The work effort also included development of computer models to enable the Department to annually review utility rates. The project included working closely with a departmental task force to develop alternative rate structure for eventual implementation.

Wastewater Rate Study, City of Santa Barbara, California. Working as a sub consultant to a large regional consulting firm, Mr. Tuckfield performed a wastewater rate study for the City that involved developing a revenue plan, allocating costs, and designing several rate structures that included fixed and variable components. The revenue plan review noted a low cash reserve level because the City had included other assets into its beginning fund balance. The study identified necessary rate increases that were adopted by City Council. Justification of the current cost allocations was also performed.

Clayton Tuckfield, PE MBA

Principal, Tuckfield & Associates Consulting

Water Utility Rate Study, City of Fullerton, California. Working with a City organized task force, this study included a detailed analysis of the City's Water Fund. Mr. Tuckfield developed pro forma revenue, revenue requirements, and cash flows including review of the water utility program costs for reasonableness, which resulted in a recommendation to reallocate some of the utility overheads. Costs were compared to other local cities including various operational ratios and franchise fees. The task force accepted the recommendations including cash flow, cost of service allocations and rate design. The proposed utility rates were adopted by the City Council.

Representative Water and Wastewater Rate Studies

- City of Avondale, AZ
- City of Georgetown, TX
- City of Pismo Beach, CA
- City Arroyo Grande, CA
- City of Grover Beach, CA
- City of Santa Cruz, CA
- City of Battle Creek, MI
- City of Homestead, FL
- Santa Barbara, CA
- City of Brawley, CA
- City of Imperial Beach, CA
- City of Sioux City, IA
- City of Buena Park, CA
- City of Imperial, CA
- City of Sioux Falls, SD
- City of Charleston, SC
- City of Kalamazoo, MI
- City of Westmorland, CA
- City of Chesapeake, VA
- City of Loma Linda, CA
- DuPage County, IL
- City of El Monte, CA
- City of Long Beach, CA
- Hilmar County WD, CA
- City of Fayetteville, AR
- City of Modesto, CA
- Mission Springs WD, CA
- City of Firebaugh, CA
- City of Oakdale, CA
- Nipomo CSD, CA
- City of Flagstaff, AZ
- City of Orange Cove, CA
- San Miguel CSD, CA
- City of Florence, AZ
- City of Peoria, AZ
- Templeton CSD, CA
- City of Fullerton, CA
- City of Phoenix, AZ
- Town of Cave Creek, AZ

Representative Municipal Bond Feasibility Studies

- City of Alexandria, LA
- City of Salem, OR
- Litchfield Park, AZ
- City of Kansas City, MO
- City of Tacoma, WA
- Memphis Gas, Water, TN
- City of Owensboro, KY
- Eugene Water & Elec, OR
- San Dieguito WD, CA
- City of Firebaugh, CA
- City of Livingston, CA
- City of Buena Park, CA

Other Feasibility Studies

- City of Brownsville, TX - Electric Utility Rate Study
- City of Detroit, MI - Organizational Study
- City of Phoenix, AZ - Impact Fee Review

SECTION 6: REFERENCES

References

The following are key references for this proposal:



CITY OF HUNTINGTON PARK

6550 Miles Avenue, Huntington Park CA 90255

Cesar Roldan, Director of Public Works [\(323\) 584-6320](tel:(323)584-6320)
croldan@hPCA.gov



CITY OF ALHAMBRA

900 New Avenue, Alhambra, CA 91801

Thomas Amare, Engineer [\(626\) 300-1562](tel:(626)300-1562)
tamare@cityofalhambra.org

Robert Bias, Engineer [\(626\) 570-5062](tel:(626)570-5062)
rbias@cityofalhambra.org



CITY OF SIERRA MADRE

232 W. Sierra Madre Blvd. Sierra Madre CA 91024

Chris Cimino, Director of Public Works [\(626\) 355-7135](tel:(626)355-7135)
ccimino@cityofsierramadre.com



CITY OF CHINO

13220 Central Avenue, Chino, CA 917110

Kevin Alamolhoda, Engineer [\(909\) 374-2846](tel:(909)374-2846)
kalamolhoda@cityofchino.org



CITY OF LAGUNA NIGUEL

30111 Crown Valley Parkway, Laguna Niguel, CA 92677

JC Herrera, Assistant Civil Engineer [\(949\) 362-4382](tel:(949)362-4382)
jherrera@cityoflagunaniiguel.org

SECTION 7: SCHEDULE AND SCHEDULE CONTROL

Project Schedule

We have included our project schedule on the following page in MS Project format. The schedule is based on a start date (Notice to Proceed) of January 2, 2024 in accordance with Attachment 1 of the City's RFP. The schedule shows submittal of the Water Master Plan and Rate Study by August 2024, which is about eight (8) months from the Notice to Proceed. The schedule allows for a public notification and review period of about 30 days for any potential new water rates.

City of Huntington Park Water Master Plan & Rate Study													
ID	Task Name	Duration	Start	Finish	Mon 12/1/23	Tue 12/2/23	Mon 12/5/23	Tue 12/6/23	Mon 12/11/23	Tue 12/12/23			
1	Data Gathering & Review	2 wks			Nov '23	Dec '23	22 29 5 12 19 26 3 10 17 24 31 7 14 21 28 4 11 18 25 3 10 17 24 31 7 14 21 28 5 12 19 26 2 9 16 23 30 7 14 21 28 4 11 18 25 1 Sep '24						
2	Kickoff Meeting (Workshop)	1 day	Tue 1/2/24	Tue 1/2/24									
3	Preliminary Analysis	20 days?	Tue 3/2/24	Mon 3/29/24									
4	Water System Modeling	14 wks	Wed 1/3/24	Tue 4/3/24									
5	Cost Analysis	14 wks	Wed 1/3/24	Tue 4/9/24									
6	City Review	2 wks	Wed 4/10/24	Tue 4/23/24									
7	Public Coordination	30 days	Tue 4/2/24	Mon 4/14/24									
8	Notification Period of (Potential) Rate Increases	4 wks	Wed 7/3/24	Tue 7/30/24									
9	Coordination & Assistance to City Staff for Finalization of (Potential) Rate Increases	3 wks	Wed 7/3/24	Tue 8/20/24									
10	Preliminary Engineering	65 days	Wed 4/14/24	Tue 7/23/24									
11	Draft Water Master Plan	10 wks	Wed 4/24/24	Tue 7/22/24									
12	Draft Water Rate Study	10 wks	Wed 4/24/24	Tue 7/22/24									
13	City Review	3 wks	Wed 7/3/24	Tue 7/23/24									
14	Final Engineering	20 days	Wed 7/24/24	Tue 8/20/24									
15	Final Water Master Plan	4 wks	Wed 7/24/24	Tue 8/20/24									
16	Final Water Rate Study	4 wks	Wed 7/24/24	Tue 8/20/24									

WEST&ASSOCIATES
ENGINEERING, INC.

FEE PROPOSAL

Detailed Fee Estimate (Consultant)

Task No.	ITEM	PM	ENG	CAD	QA/QC	SEC	TOTAL							
							HRS.	\$						
NON-OPTIONAL WORK LISTED IN RFP														
Pt. 1 - PRELIMINARY ADMINISTRATION & WATER SYSTEM ANALYSIS														
1	Kickoff Workshop	8	8			4	20	\$3,208						
2	Data Collection, Review	4	8	4			16	\$2,600						
3	Water System Modeling	40	100	320	20		480	\$62,900						
4	Cost Analysis	40	60				100	\$18,100						
5	Coordination and/or Review Meetings	12	12			8	32	\$4,956						
Subtotal		104	188	324	20	12	648	\$91,764						
Pt. 2 - PRELIMINARY ENGINEERING														
1	Draft Water Master Plan	100	320	20	20	8	468	\$80,376						
2	Draft Water Rate Study	20	40		20	8	88	\$13,976						
3	Coordination and/or Review Meetings	12	12			4	28	\$4,668						
Subtotal		132	372	20	40	20	584	\$99,020						
Pt. 3 - FINAL ENGINEERING														
1	Final Water Master Plan	40	60		10	4	114	\$19,688						
2	Final Water Rate Study	10	20		10	8	48	\$7,276						
Subtotal		50	80	0	20	12	162	\$26,964						
Pt. 4 - SUPPORT TO CITY FOR PUBLIC COORDINATION (RATE INCREASES)														
1	Assistance to City for Public Coordination	12	12				24	\$4,380						
Subtotal		12	12	0	0	0	24	\$4,380						
Direct Costs (printing, reproduction, shipping, mileage, etc.)							N/A	\$4,872						
TOTAL NON-OPTIONAL WORK		298	652	344	80	44	1,418	\$227,000						

Non-Optional RFP Scope: \$227,000

SUBCONSULTANT WORK							
1	Water Rate Study						N/A
Subtotal		0	0	0	0	0	\$58,000
TOTAL FOR SUBCONSULTANT WORK		0	0	0	0	0	\$58,000

Subconsultant Work: \$58,000

TOTAL FEE FOR NON-OPTIONAL SERVICES: \$285,000

FEE PROPOSAL

HOURLY RATE CHART AND EXPENSE REIMBURSEMENT SCHEDULE

Key Positions

Position	Hourly Rates
Project Manager	\$190
Engineer	\$175
CAD Designer (Assistant Engineer Level)	\$110
Quality Assurance/Control	\$130
Secretary	\$72

Reimbursable In-House Costs

Vehicle mileage, between engineer's office and project site and/or client offices	\$ 0.655/mile
Reproduction, printing, and any other services performed by subcontractor	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates are effective until the end of this contract.

ITEM 4

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



December 19, 2023

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 PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE CONSULTING SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a Professional Services Agreement (PSA) with Municipal Waste Solutions (MWS) for a not-to-exceed amount of \$90,000 payable from Account No. 285-8050-432-56.41;
2. Appropriate an additional \$90,000 into Account No. 285-8050-432-56.41; and
3. Authorize the City Manager to execute the PSA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The evolution of waste management requires individuals with the knowledge to ensure that the City complies with all of the new regulations as imposed by the California's Department of Resources Recycling and Recovery (CalRecycle). CalRecycle administers and provides oversight for all of California's state-managed non-hazardous waste handling and recycling programs. Staff approached MWS to assist in implementing the City's SB 1383 Action Plan, AB 341-Mandatory Commercial Recycling (MCR) and AB 1826-Mandatory Organic Recycling (MORe) programs in response to the CalRecycle Notice of Program Gaps.

SB 1383 (Lara, 2016) establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75% reduction by 2025. CalRecycle is charged with implementing this bill to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20% of currently disposed edible food is recovered for human consumption by 2025.

AB 341 (Chesbro, Chapter 476, Statutes of 2011) sets forth the requirements of the statewide mandatory commercial recycling program. A business, includes public entities,

CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE CONSULTING SERVICES

December 19, 2023

Page 2 of 3

that generates four cubic yards or more of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services. The City has implemented a commercial solid waste recycling program that consists of education, outreach and monitoring of businesses that is designed to divert commercial solid waste from businesses. In October 2014 Governor Brown signed AB 1826 Chesbro (Chapter 727, Statutes of 2014), requiring businesses to recycle their organic waste.

On or before July 1, 2020, AB341 and AB1826 covered businesses must provide organics and recycling containers at front-of-house to collect waste generated from products purchased and consumed on the premises (AB827, McCarty). These containers must be placed adjacent to trash and be visible, easily accessible, and clearly marked. It is imperative that the City diligently address the program gaps as outlined in the Action Plan's timeline submitted to CalRecycle in March/April of 2020. As the City is currently under a Compliance Review with the Judicial Unit of CalRecycle, it is imperative that fastidious oversight is kept in place.

As such, staff provides the City Council with the attached Proposal to ensure the City's compliance with California Legislation, Hauler Compliance, Quarterly Hauler Financial Audits, and continued oversight of the City's Solid Waste and Recycling. MWS will assist the City maintain compliance efforts as stated in the CalRecycle Reports and will ensure continued oversight of the waste hauler's contract compliance requirements.

LEGAL REQUIREMENT

Typically, local municipalities are required to procure such services through a traditional Request for Qualifications (RFQ) or Request for Proposal (RFP) process. However, the City's Municipal Code provides exceptions to the RFP procurement process. Specifically, Huntington Park Municipal Code: 2-5.19 provides the following:

"(4) When subjective criteria are necessary to evaluate the proposals; Persons designated by the City Manager shall negotiate for the authorized service. Proposals shall be submitted whenever practicable from at least three (3) firms, except in those cases where a service firm has established such a successful past history of work with the City that it is clearly in the public interest not to negotiate with any other source. The contract for professional services should be awarded to the entity that will provide the best possible service to the City for the best value".

In this case, the City has an existing relationship with MWS. MWS offers a customized approach to providing this specialized service. Notably, at the request of our City, MWS previously completed and submitted the aforementioned Action Plan to CalRecycle. Given this technically knowledge of our Action Plan and implementation goals, City staff believes MWS will provide this specialized service at a rate that ensures the best value and service.

Additionally, the Huntington Park Municipal Code includes an exception to the RFP process where the vendor is the only source of the service (HPMC Section 2-5.14.). Here, City staff recommends the award of the professional services contract to MWS relying

CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE CONSULTING SERVICES

December 19, 2023

Page 3 of 3

upon the Huntington Park Municipal Code's sole source exception. Notably, per this code "Formal bidding requirements shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased. The Purchasing Agent will establish requirements and procedures for sole source purchases." The City believes MWS meets the following criteria: 1) Only one known source that can provide the commodity or service, 2) Unique source (commodity/service is unique/special in nature), and 3) Compatibility (e.g., a public safety agency requiring a specific piece of equipment to be compatible with an existing equipment system).

FISCAL IMPACT/FINANCING

MWS will conduct and provide the services in their proposal under Tasks 1 and 2 and as directed by the City. Recommendations include payment for this service under the Annual Administrative Fees as stated in the Franchise Agreement, Section 6.2 Annual Program Payments. VVS pays \$90,000 annually for ongoing compliance and performance review. Staff recommend approval of MWS's PSA for a not-to-exceed amount of \$90,000 payable from Account No. 285-8050-432-56.41. Staff recommends the appropriation of an additional \$90,000 into Account No. 285-8050-432-56.41 and authorize the City Manager to execute the PSA.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. Municipal Waste Solutions Professional Services Agreement

ATTACHMENT 1



PROFESSIONAL SERVICES AGREEMENT

Municipal Waste Solutions

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **19th day of December 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Municipal Waste Solutions** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **December 19, 2023 to December 31, 2024**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$90,000** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks

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

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

II. PERFORMANCE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

III. INSURANCE

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

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

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

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

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

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

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

IV. INDEMNIFICATION

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

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

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

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

officers, employees, agents and volunteers.

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

V. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

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

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

CONTRACTOR:

Municipal Waste Solutions
P.O. Box 2045
Blue Jay, CA 92317
Attn: Susan Contreras
Phone: (909) 234-9099

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:

By: Ricardo Reyes
City Manager

Date: _____

MUNICIPAL WASTE SOLUTIONS:

By: Susan Contreras
Principal/Senior Consultant

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

MUNICIPAL WASTE SOLUTIONS

MUNICIPAL WASTE SOLUTIONS

P.O. Box 2045
Blue Jay, CA 92317

Phone 909-234-9099

November 27, 2023

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

**Subject: Proposal for Solid Waste & Recycling Consulting Services
Ongoing Hauler Compliance & Oversight
and
Quarterly Hauler Financial Audits**

Dear Mr. Roldan;

It is with great pleasure and anticipation that Municipal Waste Solutions (MWS) looks forward to providing continuity of Solid Waste & Recycling Consulting Services to the City of Huntington Park. In anticipation, we provide you with this Proposal (Proposal) to ensure compliance with California Legislation, Hauler Compliance, Quarterly Hauler Financial Audits, and continued oversight of the City's Solid Waste and Recycling. As the City is currently under a Compliance Review with the Judicial Unit of CalRecycle, it is imperative that fastidious oversight is kept in place and required recordkeeping and reporting is continued.

Having worked in the Solid Waste Consulting and Contracting Management Industry for over 30 years, and with the City of Huntington Park for the past several years, we have accomplished much and feel our services are well suited for the City of Huntington Park, particularly with compliance in the midst of California Legislation relating to solid waste and recycling such as AB 939, AB 341, AB 1826, SB 1383 and other related legislation. Attached you will find our Proposal and Statement of Qualifications for your consideration.

Section I Ongoing Hauler Compliance and Oversight

This Section outlines each component to be implemented, monitored, maintained, and reviewed in order that the City accomplishes its solid waste and recycling compliance goals while ensuring the Hauler is abiding by the terms of the Agreement.

In addition to AB 939 Fees paid to the City monthly, the Franchised Hauler's Annual CIWMA Fee (Hauler Franchise Agreement, Section 6.2.2), paid to the City in an amount of \$40,000 annually, is intended for ongoing compliance oversight which includes professional consulting services. This Hauler paid Fee will mitigate the expense of this section.

Section II Quarterly Hauler Financial Audits

Section 2 outlines each component necessary to conduct Quarterly Financial Audits that include all AB 939 and Franchise Fees due, without reductions, in accordance with the Franchise Agreement and determines the City's financial position with respect to gross revenue reported, rate increases and billing charges to the community and all fees due the City based on disposal and recycling fees and all correspondence, documents and information since the inception of the Franchise Agreement

Please note that the intended use of Annual Performance Audit Program Payment (Franchise Agreement, Section 6.2.2), of 50,000 paid annually by Valley Vista Services is for third-party review and audit of VVS to verify accuracy of all fee payments. This Hauler paid Fee will mitigate the expense of this section.

PROPOSED PROJECT SCOPE OF WORK

Section 1 Ongoing Hauler Compliance Review

Section 1 outlines each component to be implemented, monitored, maintained, and reviewed in order that the City accomplishes its solid waste and recycling compliance and financial goals while ensuring the Hauler is abiding by the terms of the Agreement.

TASK I Hauler Franchise Agreement

MWS will take the opportunity to compile, tabulate and review all relevant Hauler documents to ensure compliance. These documents and data sources include but are not limited to:

1. Hauler Agreement and Accessory Documents
2. Operational Standards and Methods of Implementation
3. List of Equipment, Vehicles and Containers
4. Review of Residential, Commercial and Multifamily Customer Units
5. Authorized Processing, Disposal and Recycling Locations
6. Generation Requirements, Diversion Targets and Records
7. Historical Data Reports

TASK II Initiate and Maintain the Administrative Program

MWS will dedicate its principal, Susan Contreras to the City of Huntington Park to assist the City in ensuring the administrative management program is put in place by conducting the following tasks:

- Receive and Review Hauler Records, Reports and Correspondence
- Maintain Hauler File Management Program
- Provide Reports, Documents, and Support
- Continual Update of Files, Documents, Reports for Solid Waste Collection Agreement
- Administrative Support to City in Dealings with Hauler and/or CalRecycle

- Ensure Commercial/Multifamily Recycling Programs are Implemented
- Track All Residential and Non-Residential Diversion Programs and End-Users
- Verify End Users of Disposal and Diversion Monthly

TASK III Develop Required City and State Reports for AB 939 Compliance

MWS will review and complete all required quarterly and annual reports to CalRecycle for solid waste diversion and compliance goal attainment. These reports will include but are not limited to;

- Electronic Annual AB 939 Reports to CalRecycle (EAR)
- Disposal Tonnage Reports in Accordance with County's Disposal Reporting
- Diversion Reports in Accordance with CalRecycle Guidelines
- Hauler's Compliance Analysis
- Generation Reports Consistent with Disposal and Diversion Quantities
- Program Reports Identifying all City-Endorsed Solid Waste Programs
- Source Reduction and Recycling Element Changes and Revisions
- SB 1383, AB 341, AB 1826 and SB 32 Greenhouse Gas Reduction Program Review
- Composting Regulations and Organics Management Review
- Location and Permitted Status of All Disposal, Diversion and Recycling Sites

MWS will compile all required reports and submit to the City for review and submittal to CalRecycle for approval. The approval is historically a formality as MWS has always been accurate in its accounting and confirmation of diversion, disposal and recycling records related to Haulers and selected end users.

TASK IV Monitor Commercial/Multifamily Recycling & Organics Implementation

In this task, MWS will work with the Hauler on all required documents, spreadsheets, revisions, route sheets and financial parity documents to ensure the transition to recycling and organics programs for the City's residential and commercial customers. Subtasks proposed for the City in this task include:

- Meeting With Hauler to Ensure Contract Compliance with Recycling, Organics Programs and Education
- Recycling Program Initiative by Hauler to Save Businesses Money
- Directing Waste and Recycling Evaluations by Hauler
- Review Businesses Requiring a Recycling and/or Organics Program
- Establish and Determine Service Level and Monitor Progress
- Report on Recycling and Organics Activity at Participating Businesses
- Oversee Implementation of Recycling and Organics Programs

MWS will assist the City and its' hauler in completing and implementing required recycling programs at qualifying commercial and multifamily locations. These programs are required of the business and multifamily community by Senate Bill 1383 and Assembly Bills 341 and 1826. The benefit to the City is the implementation of required recycling programs the City is required by CalRecycle to initiate for its business community. ***The benefit to the business community is in potentially saving money and compliance through recycling and coming into compliance with State Law.***

TASK V Monitor Commercial, Multifamily, Temporary and Residential Services

The City of Huntington Park's Hauler agreement requirements, appropriate fees, insurance requirements, bonding regulations, diversion compliance and all other agreement issues will be carefully reviewed, evaluated, and rated on a monthly basis. MWS will perform the task of monitoring the Agreement to ensure that proposed programs are implemented, fees are accurately determined and submitted to the City and disposal and reporting requirements are strictly adhered to. This task ensures the following activities are conducted and Agreement requirements are met:

- Recycling and Organics Programs are Implemented Pursuant to the Hauler Agreement
- Education Programs are Implemented and Proof is Submitted
- Outreach is Conducted in a Timely and Effective Manner
- Disposal Reporting is Conducted Accurately in Accordance with State Code
- Proposed Refuse and Recycling Rates are Adhered to and Maintained
- Processing of Recyclables is Accurately Reviewed and Monitored
- Compliance Evaluations of all Waste Sectors are Conducted to Compliance

In addition, the following residential and commercial Collection Agreement requirements will be monitored and reviewed by MWS for proper implementation:

- Bulky Item Services
- Recycling Services
- Holiday Services
- Diversion Requirements
- Target Materials for Recycling
- Method of Recyclable Processing
- Warning Notices
- Walk-Outs and Discounts for Seniors
- Insurance Requirements
- Bond Requirements
- Green Waste Composting
- Material Processing
- Outreach to Residents
- Disposal Site Usage
- Guaranteed Disposal Tons
- Schedule of Operations
- Customer Service Goals
- Personnel Behavior
- Employee Training
- Discrimination Policy

This task is designed to ensure the City's Hauler is compliant with the City's financial, regulatory goals and operational objectives as identified in the Agreement.

TASK VI City Liaison to CalRecycle

MWS will act as the City's liaison to CalRecycle for all regulatory compliance communications, revision of programs, data reports, Local Implementation Plan development, submittal of required reports and conference calls/Zoom type meetings.

Section 2 Quarterly Financial Audits

Section 2 outlines each component necessary to conduct Quarterly Financial Audits that include all AB 939 and Franchise Fees due, without reductions in accordance with the Franchise Agreement and determines the City's financial position with respect to gross revenue reported, rate increases and billing charges to the community and all fees due the City quarterly based on disposal and recycling fees and all correspondence, documents and information since the inception of the Franchise Agreement including:

- City fees for franchise, AB 939, bulky items, administration, public works, etc.
- Initial fees, insurance, performance bond, and other financial requirements of the Franchise Agreement
- Quarterly analysis, compilation and evaluation of fees due and paid to City
- Monthly and Quarterly collection rates and comparison
- Recycling rates, commercial charges and associated collection costs
- City service and collection obligations pursuant to the Franchise Agreement
- Service level charges by frequency, size, type and collection activities
- Billing procedures and format review
- Container size(s) and adherence to franchise Rate Schedule
- Rate increase requests and related documents
- Advanced billing guidelines adherence
- Delinquent accounts calculations and analysis
- Disposal fees and diversion charges
- Methods of rate increases and escalation clauses in the Franchise Agreement
- Application of City fees, penalties to the Franchise Agreement
- Liquidated damages calculations and conference with City Attorney

In addition, MWS will compile all relevant franchised hauler data, cost of operations analysis, landfill site disposal costs and other necessary data to ensure an equitable and relevant Quarterly Audit is performed and an accurate assessment of Valley Vista's financial obligations to the City and its constituents is achieved.

In order to ensure the new Franchisee is performing services and charging rates consistent with the Franchise Agreement, MWS will review the Hauler in accordance with the Franchise Agreement for financial misappropriations, underpayments and overcharges to the City and its constituents. MWS's role is to conduct an audit that includes financial compliance of all Franchise Agreement requirements that financially affect the City. This will ensure that financial obligations under the existing Franchise Agreement(s) are both accurate and complete.

- Request, Receive, Review All Franchise Docs and Reports from VVS
- Review, Summarize Franchise Agreement
- Evaluate VVS Quarterly Forensic Costs and Charges
- Analyze Quarterly Disposal, Diversion Records
- Compile, Review Quarterly Fee Reports
- Calculate, Review Payments to City
- Determine Cost of Services Charged
- Develop Pro Forma Cost Analysis
- Review, Analyze Rate Adjustments
- Compile State, County, City Data
- Compare Data and Tabulate
- Disposal, Diversion Cost Per Ton
- Quarterly Audit of Fee Payments
- Quarterly Audit of Residential Charges and Fees
- Quarterly Audit of Commercial Charges and Fees
- Quarterly Audit of Recycling Charges and Fees
- Quarterly Audit of Organic Program Charges and Fees
- Quarterly Bin and Rolloff/Temp Charges and Fees
- Evaluation and Conclusion of Annual Rate Adjustments
- Correspondence with City

Cost of Services

Cost of Section 1

Ongoing Hauler Compliance

MWS will conduct Section 1 tasks as directed by the City at a total not-to-exceed amount of \$40,000 annually. Please note that the intended use of Annual CIMWA Payment (Franchise Agreement, Section 6.2.1), of 40,000 plus AB 939 Fees of approximately 240,000, paid by Valley Vista Services is for ongoing compliance review of VVS recycling activities and the cost of professional consulting services.

Cost of Section 2

Quarterly Hauler Audit Program

MWS will conduct Section 2 tasks, as directed by the City at a total not-to-exceed amount of \$50,000 annually. Please note that the intended use of Annual Performance Audit Program Payment (Franchise Agreement, Section 6.2.2), of 50,000 paid by Valley Vista Services is for a third-party review and audit of VVS to verify accuracy of all fee payments.

MWS shall perform any additional tasks requested outside of the scope of this proposal, in accordance with the rate schedule found in Exhibit I, attached.

If you have any questions or require further clarification of this proposal, please do not hesitate to contact me at 909-234-9099.

Sincerely,

Susan Contreras

Susan Contreras
Principal/Senior Consultant

EXHIBIT I

MWS SCHEDULE OF RATES

Principal/Senior Consultant	\$155/Hr
Senior Staff	\$125/Hr
Junior Staff	\$110/Hr
Administrative Staff	\$ 75/Hr
Subcontractor	Cost
Travel Expenses	\$0.66/Mile
Reproduction	\$0.45/Pg

MUNICIPAL WASTE SOLUTIONS

P.O. Box 2045
Blue Jay, CA 92317

STATEMENT OF QUALIFICATIONS SUSAN CONTRERAS

Municipal Waste Solutions (MWS) is owned and operated by Susan Contreras since 2013. Mrs. Contreras has been involved in recycling and solid waste management in California since 1991 and the inception of the California Integrated Waste Management Act working for Emcon Associates, Inc. and assisting in the Recycling Plan development for over 32 municipalities. Mrs. Contreras also assisted RIS and Huls Environmental Management in the preparation of waste characterizations, spreadsheets and conducting research to finalize the development of Recycling Plans required by Assembly Bill 939. MWS has worked with many jurisdictions on compliance implementation and oversight to meet CalRecycle AB 341 (MCR), AB 1826 (MORe) and SB 1383 requirements.

MWS is currently providing consulting services for the cities of El Monte, Huntington Park, Maywood and La Puente.

City of Huntington Park February 2020 to Current

MWS developed an action plan to address the Program Gaps identified by CalRecycle. The necessary tasks to close program gaps within the State's desired timeline were determined as well as enforcement methods to compel participation. In addition, MWS oversees the City's Solid Waste and Recycling; has drafted the Hauler Franchise Agreement, SB 1383 Ordinance and set up the Organic programs in the City to ensure CalRecycle Compliance. In addition, MWS administers the City's Beverage Container, Used Oil Recycling Grants as well as the SB 1383 Organics Implementation Grant.

City of Maywood December 2016 to Current

MWS was contracted in December 2016 to bring the City of Maywood into compliance with CalRecycle's Compliance Order and Mandates as well as filing quarterly & annual CalRecycle reports. As a result, we were able to substantially reduce penalties and extend the timeframe for compliance. MWS drafted the Revised C&D Ordinance; the Mandatory Commercial Recycling Ordinance; and the SB 1383 Ordinances to comply with CalRecycle & CalGreen. MWS set up and continues to oversee all of these programs among others in the City. In addition, MWS conducted a performance review of the then contracted hauler and due to default, evaluated proposals in response to an RFP as well as performed oversight of the transitioning and performance of the new hauler.

MWS also obtained and administers the SB 1383 Organic Implementation Grant. In addition, MWS developed and implemented an action plan to close the Program Gaps identified by CalRecycle and incorporated enforcement measures to compel compliance.

City of La Puente June 2015 to Current

In 2015, MWS was contracted in La Puente to further prepare and implement the City's SRRE and HHWE. MWS maintains and monitors both elements and prepares all reports required by CalRecycle. The disposal tonnage is analyzed and reported to CalRecycle as the City is bordered by Unincorporated LA County and 50% of their waste reported to the DRS is mis-allocated which affects compliance. MWS has been successful in assisting the City in achieving compliance with CalRecycle. The franchised hauler's performance and compliance with their contract and CalRecycle mandates is monitored and reviewed. In addition, MWS developed and implemented an action plan to close the Program Gaps identified by CalRecycle and incorporated enforcement measures to compel compliance. MWS also oversees all Solid Waste and Recycling; has written the SB 1383 Ordinances and set up and oversees Organic programs in the City to ensure CalRecycle Compliance as well as administers the City's Beverage Container Recycling Grant as well as the SB 1383 Organic Implementation Grants.

City of El Monte December 2004 to 2016; June 2020 to Current

Beginning in 2004, in partnership with Huls Environmental, Mrs. Contreras coordinated the structure & transition of the residential waste and recycling service to two exclusive haulers & continued to monitor compliance. She was instrumental in coordinating the structure & transition of the Commercial, Multi-Family & Temporary Services routes into an equitable split amongst 4 haulers with 7 different Franchise Agreements. Continuous monitoring of the haulers was performed to insure compliance with the Franchise Agreements. In addition, 2 comprehensive compliance & performance audits were conducted on all 7 existing franchise agreements & have uncovered & recouped over \$2.5 million dollars due to the city. In 2009, Mrs. Contreras went in-house to fully manage the City's Environmental Services Department as well as the HHW Facility as well as the Beverage Container & Used Oil Grant Programs. In 2020, MWS began overseeing the City's Solid Waste & Recycling Programs as well as hauler compliance to ensure compliance with CalRecycle. In the process, MWS drafted the City's Action Plan for AB 1826 Implementation. In addition, MWS oversees the Solid Waste and Recycling; has written the SB 1383 Ordinance & set up and oversees Organic programs in the City to ensure CalRecycle Compliance as well as obtains and manages the City's SB 1383 Organic Implementation Grant.

Former Clients

City of Lynwood	Audit uncovered 1.5 million dollars due to the City
Lynwood Unified School District	Developed & Managed RFP Process
City of Bell	Performed Hauler Audit & Compliance Oversight

References:

Troy Grunklee,	La Puente, Director of Administrative Services	(626) 855-1500
Jennifer Vasquez,	Maywood City Manager	(323) 562-5721
Sal Mendez,	El Monte Assistant City Manager	(626) 580-2001

ITEM 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



December 19, 2023

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AND SURROUNDING AMENITIES AS PART OF CIP 2022-04 AT KELLER PARK

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Agreement (Attachment 1) for the preparation of Plans, Specifications, and Estimate of new playground equipment, appurtenances and ingress/egress enhancement as part of CIP 2022-04 Playground at Keller Park to iARCH for a not-to-exceed amount of \$164,840;
2. Authorize the Finance Department to appropriate \$164,840 into Project No. 8927 payable from the Los Angeles County Regional Park and Open Space District reimbursable grant; 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 November 7, 2023, the City Council authorized staff to solicit proposals for the preparation of Plans, Specifications, and Estimate (PS&E). The Request for Proposal (RFP) was published on November 10, 2023. The City received three (3) proposals on December 11, 2023. The following is a tabulation:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE TO ENHANCE THE PLAYGROUNDS AND SURROUNDING AMENITIES AS PART OF CIP 2022-04 AT KELLER PARK

December 19, 2023

Page 2 of 3

1. iARCH	\$164,840
2. Hirsch Associates, Inc.	\$115,575
3. MIG	\$314,684

City staff has relayed that support from an outside consultant is necessary to accomplish the PS&E for this project. iARCH has relevant experience, understanding of the scope of work and proposed method to accomplish the work. iARCH is qualified and is readily available to provide the services required. Based on the need to commence the design and complete the project in a timely manner, it is staff's recommendation to award the professional services agreement for design to iARCH.

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

At the December 5, 2023 City Council meeting, the City Council approved the adoption of the 5-Year Capital Improvement Program Budget. Part of the recommendation included the allocation of \$1,500,000 from the Los Angeles County Regional Park and Open Space District reimbursable grant. iARCH submitted a competitive proposal and fee schedule in accordance with the requirements stipulated in the RFP. Staff recommends the award of the PSA to iARCH for a not-to-exceed amount of \$168,840. The Finance Department will place the appropriated funds into a proper account number as part of Project No. 8927 and Parks & Recreation staff will seek reimbursements from the funding agency.

CONCLUSION

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES
AGREEMENT FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE
TO ENHANCE THE PLAYGROUNDS AND SURROUNDING AMENITIES AS PART OF
CIP 2022-04 AT KELLER PARK**

December 19, 2023

Page 3 of 3



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S)

1. iARCH Professional Services Agreement
2. Proposals

ATTACHMENT 1



PROFESSIONAL SERVICES AGREEMENT

Project Design
CIP 2022-04 Playground at Keller Park

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **19th day of December 2023**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Infrastructure Architects, Inc.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on December 19, 2023, the Huntington Park City Council at its Regular Meeting approved the award of the Professional Services Agreement to the CONSULTANT for the preparation of Plans, Specifications, and Estimate of new playgrounds as part of CIP 2022-04 Playground at Keller Park; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and skill 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 December 19, 2023.

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

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES**: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in 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**: This Agreement shall have a completion date of **June 30, 2024** from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "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, for a not-to-exceed fee of \$164,840, included in the proposal reflected in **Exhibit "A"**. 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 **Ray Abassi** 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 professional 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 understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. 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.

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 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all

applicable Cal/OSHA requirements. 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.

- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) 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.
- (b) 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 professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 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.

2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent 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, CONSULTANTS, subCONSULTANTS and subconsultants. 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.

2.11 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;
- c) 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.
INSURANCE

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

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than 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) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. 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 file 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.

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 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).

3.4 **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.

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

3.6 **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.

3.7 **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.

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 this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify 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 indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) to the extent caused by 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 for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. CONSULTANT will reimburse the CITY Indemnitees' reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of CONSULTANT, or as the parties otherwise agree in settlement. CONSULTANT's obligation to indemnify does not apply to the extent that it is finally adjudicated that the liability was caused by the active negligence or 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 in proportion to the established comparative liability.

4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent 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, CONSULTANTs, subCONSULTANTs or 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.

- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 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.
- 4.6 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 acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 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.
- 4.8 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.

V.
TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice 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 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all 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 additional 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. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

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

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

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

CONSULTANT:

Infrastructure Architects, Inc.
Mr. Ray Abassi, President
5150 La Palma Ave, Suite 205
Anaheim, CA 92807
Phone: (213) 880-4000

CITY:

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

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

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

6.6 **SUBCONTRACTING:** CONSULTANT shall not 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.

6.7 **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.

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

6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement. Design completion date: **June 30, 2024.**

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, 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.

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

recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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

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

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

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

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

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

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

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

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

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

6.22 **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:

IARCH

By:_____

Ricardo Reyes
City Manager

By:_____

Ray Abassi, President

APPROVED AS TO FORM:

By:_____

City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

CITY OF HUNTINGTON PARK

PROPOSAL for

CIP 2022-04

PLANS, SPECIFICATIONS, AND ESTIMATE
(PS&E)

Playground at Keller Park



December 11, 2023

PREPARED BY:

iARCH



Table of Contents

Cover Letter	iii
Consultant's Background	1
Qualifications and Experience of Consultant's Personnel	3
Project Approach	5
Task 1 – Conduct Field Review and Surveys	6
Task 2 – Prepare Design Plans for Construction	6
Task 3 – Project Specifications at 30%, 75% and 100% Submittal	7
Task 4 – Construction Estimate	7
Task 5 – Permitting and Regulations	7
Quality Control.....	8
Proposed Personnel.....	9
Fee Schedule/Cost Proposal	14

Cover Letter

Monday, December 11, 2023

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

Subject: Proposal for CIP 2022-04 PS&E for Playground at Keller Park

Dear Mr. Roldan:

Infrastructure Architects, Inc. (The iARCH Team) was founded in California in 2017 as a corporation. The iARCH team is excited to submit our professional architectural services proposal in response to the Request for Proposals released by the City of Huntington Park ("City"). We understand the city is seeking qualified architectural and engineering firms to provide technical professional services related to the design of plans, specifications, and engineer's estimate for the playground at Keller Park project.

iARCH has had the distinct pleasure of providing a full range of architectural services to many local municipalities and educational institutions in the Southern California region.

Our proposed architectural team is comprised of talented individuals who have over 150 years of cumulative architectural and engineering design expertise. This experience includes designing a wide variety of public and private development facilities.

**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.**

As an Officer of the firm, I am authorized to bind iARCH to all commitments made in this proposal and to execute agreements. Our proposal will remain valid for 180 days from the proposal due date. After reviewing our qualifications, should you have any questions, please contact me as the Principal-in-Charge, Ray Abassi, at (213) 880-4000, or by email at rabassi@iARCHSoCal.com.

Sincerely,

iARCH Consultants



Ray Abassi, MSCE, PE, TE, QSD/QSP
President



Consultant's Background

The iARCH team members selected for this assignment have over 150 years of cumulative architectural and engineering design expertise.

Our success in providing responsive and meaningful services comes from approaching each project as unique with an understanding of what our client needs. We work with each client in developing a program of addressing requirements, collaborating with city staff and the entire team of architects, engineers, and specialty subconsultants to make a project successful. Once all information is gathered, we begin a thorough investigation and prepare a checklist of critical elements.

iARCH works on all occupancy types and develops internal courses, checklists, and drawing templates for code analysis. We provide services for all project phases such as project design, design development, interior design, construction documents and follow through with construction administration.

At iARCH, our team is responsible for project design, design development, construction document preparation/coordination, and construction administration. Our team has a code expert for all aspects of iARCH projects regardless of occupancy, and has developed internal courses, checklists, and drawing templates for code analysis. For any project, we meet weekly to go over tasks for the week and review schedules to ensure that we are current. Responsibilities include production of construction documents/drawings, coordination with consultants, client, and civic/government agencies. We attend meetings to provide progress of our work. We also manage plan approvals and construction administration, including managing all aspects of projects in construction and closeout phases, i.e., attending construction meetings, reviewing field conditions, field reports, preparation of architectural supplemental instructions, reviewing and responding to RFIs, drafting shop drawings, evaluating change order requests, and coordinating project activities with contractors. iARCH also coordinates with user groups and facilities/planning departments regarding problem solving on-site issues, review contractors project schedule, and submittal schedules.

We believe that the fundamental framework for successful delivery of program and project management remains the same; nonetheless, the approach to different projects needs to be dynamic and innovative enough to address the unique characteristic of each project. As such, we do not believe in prescribing generic solutions and products. Our approach to managing projects begins with gaining a thorough understanding of the City's needs, not by making assumptions but through careful study and evaluation of pertinent documents and, more importantly, by carefully listening to the ideas and needs of all stakeholders. Only then, do our team members start to devise tailor-made strategies and procedures.

Our Team's Experience Working for Municipalities

iARCH was recently awarded On-Call Architectural Services contracts with the City of Banning, the City of Placentia, and the County of Orange. We have specialized design experience executing new projects as well as renovation projects that include parks and office remodels for our clients, such as the cities of Bell Gardens, La Puente, Hawaiian Gardens, Adelanto, Baldwin Park, Lynwood, and Montebello. Our focus is on incorporating established client standards with the latest design strategies to create spaces that are effective, with pleasing aesthetics and functionalities.

Company Information

From the beginning, we have been committed to being the best municipal services provider. Our mission is to earn the respect and confidence of our clients by providing the highest standard of professional architectural services that ultimately make a positive contribution to the community.

Our Philosophy

At iARCH, we love to deliver legendary client service. We are passionate about what we do, and we make quality personal. In other words, we are the difference between a company that says what it will do and a company that does what it says. As doers, iARCH will get it done. We embrace a company culture of clear communication, friendliness, and strong core values which include company 'fundamentals' that constantly remind us how to communicate with each other and with our clients.



Qualifications and Experience of Consultant's Personnel

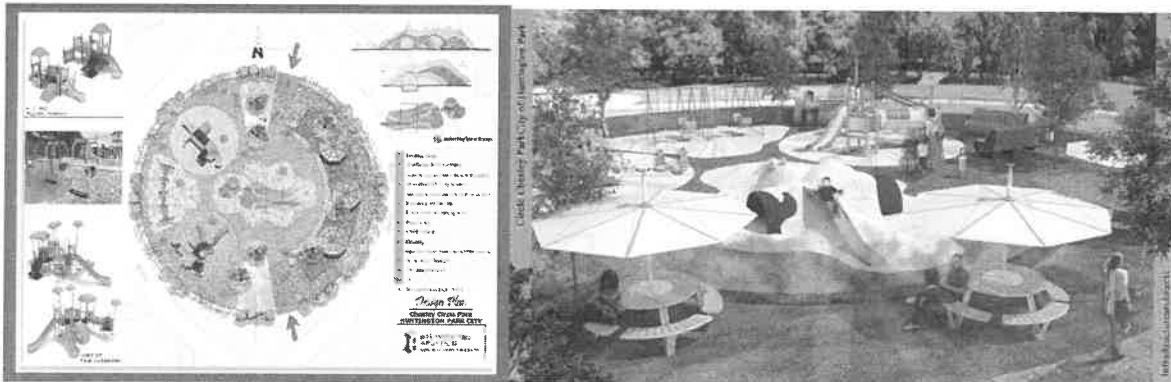
As a part of our professional services, iARCH provides innovative park design. Due to page limitations, we are just providing a small sample of our experience.

Chesley Park, City of Huntington Park, CA.

The city of Huntington Park is in the process of upgrading the city owned parks. This includes both small and large sized park projects within the city boundaries. One of the parks that was designated for improvement is the Chesley park which is located in a traffic circle. Even though the size of the park is small, however it is accessed by many residents as it is located within a densely populated residential area. After consultation and coordination with the city and inquiring about various components that could be included, we have designed a park that creates a play area for kids of different ages. The design of the park is now being completed and will be bid out for construction within the month of December 2023. The end product of the collaboration between the city and iARCH has created a very densely designed but useful layout for the park that will benefit the community for the foreseeable future.

Timeline: July 2023 – December 2023

Reference: Mr. Cesar Roldan, Public Works Director (323)-582-6161

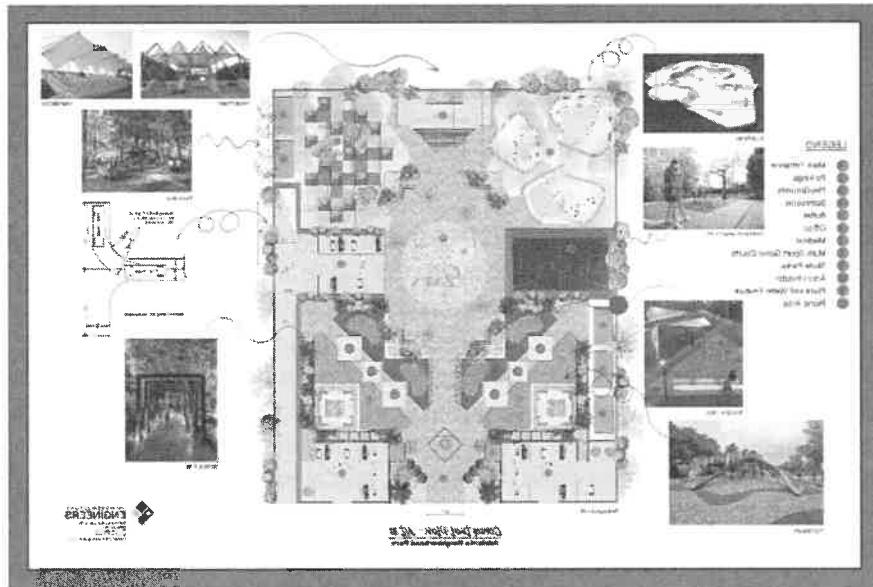


City of Adelanto – Bellflower Park Project

Scope: iARCH was contracted to provide conceptual design for a new park in the city of Atlanta. The scope included coordination with the stakeholders in the community and with the city to ensure that the final project meets the intended use. Furthermore, we have provided Technical Support to the grant writers to secure the funds needed to build this project. The project also included multiple presentations to the city to ensure buy in from all the stakeholders.

Timeline: July 2022 – current

Reference: Mr. Jessie Flores, City Manager: (760) 246-2300



Taylor Ranch Park, City of Montebello, CA.

This was an old park that was planned to be converted into a Community Center. However, due to lack of funds, the City decided to create an interim use for it. So, we designed a community garden that will create recreational opportunities for the residents and was very cost effective. Also, the design was prepared such that most of the improvements will be reused once the City has the available funds to build the community center.

Timeline: April 2018 – December 2018

Reference: Mr. Sam Kouri, City Engineer: (323) 887-1200



Project Approach

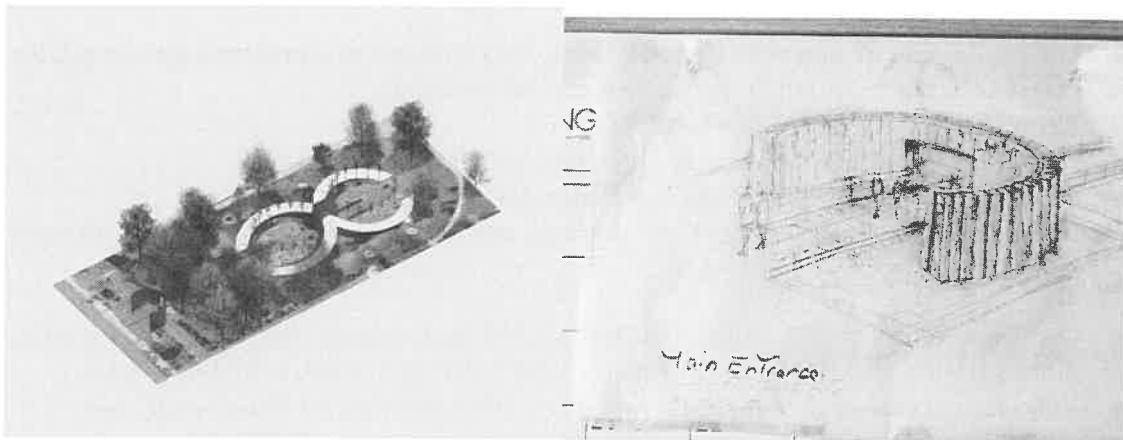
We understand, the city is looking for unique play equipment with engaging features and high play value that will encourage physical activity and enhance motor skill development. Furthermore, the equipment design must meet the requirements of the Americans with Disabilities Act (ADA) and utilize International Playground Equipment Manufacturers Association (IPEMA) certified equipment that meets or exceeds all federal and state guidelines and conforms to the playground-related technical standards set by the American Society of Testing Materials International (ASTM) and the U.S. Consumer Products Safety Commission. Additionally, the design will also include improving walkable areas surrounding the park, enhanced safety lighting throughout the park, improved picnic areas and picnic shelters and include new restrooms. The project would include changes to the landscaping and concrete walkways associated with the playground. Benches, trash cans and water fountains will also be replaced.

iARCH will evaluate and explore the existing amenities, equipment, and natural features at the park. Part of our initial research will be on the visual inspection of the amenities, equipment, and all natural features and as well as the lighting and any items that would make an impact on the proposed design to ensure that we have documented and incorporated all the existing condition that would enhance the future design.

At iARCH, we take pride in understanding our clients' needs and we possess the expertise to forecast future improvements. We are well-equipped to capture the current natural and man-made improvement condition at the park and all miscellaneous items related through our site reconnaissance. We will also review any as-built plans to capture all the critical elements at the park.

Following initial fieldwork and review of any existing plans, we will provide the city with a proposed approach for the work. Upon city's review and input, we will start to prepare the PS&E for the improvements.

Below please find a concept that we prepared for the park just as a starter.



Project Approach

Generally, our approach to the project design will be as follows:

Task 1 – Conduct Field Review and Surveys

iARCH will collect the current park and amenities condition through data collection, field reconnaissance, measurements, architectural/engineering as-built plans, layouts, typical sections, and construction details necessary to construct the proposed improvements. Play structure and amenities fare intended for ages 2-5. Play structure and amenities for ages 5-12. iARCH will include one multiple-bay swing structure accommodating ages 5-12, ages 2-5, and a “mommy-and-me” style swing in the PS&E.

As a part of the PS&E package, we will be designing improved walkable areas surrounding the park, new restrooms, enhanced safety lighting throughout the park, improved picnic areas and picnic shelters. Our design plans would include changes to the landscaping and concrete walkways associated with the playground. Benches, trash cans and water fountains will also be replaced.

iARCH will evaluate and address existing ADA deficiencies in accordance with ADA regulations. We will design the sidewalks and walkways leading to the park areas and include slope percentages, elevations, etc. in compliance with ADA regulations. The proposed improvements will comply with Greenbook and CBC requirements and standards.

Task 2 – Prepare Design Plans for Construction

iARCH will prepare the design plans that comply with the following:

1. Play structures and amenities will be designed to be age appropriate with proper signage.
2. We will ensure that all products bear the certificate seal of IPEMA and meet or exceed ADA Accessibility Guidelines for Play Areas.
3. We will ensure that all equipment and surfacing shall conform to current playground-related ASTM and CPSC technical standards including, but not limited to:
 - ASTM F1487 (Playground Equipment)
 - ASTM F1292 & ASTM F3313 (Impact Attenuation of Playground Surfaces)
 - CPSC Publication 325: Public Playground Safety Handbook
4. iARCH design will comply with all state, federal and local requirements for play structure equipment.
 - Upon completion of 30% design, iARCH will schedule a scoping meeting with City staff to discuss any deviation from initial meeting(s) where staff approved the conceptual plan.
 - Upon concurrence upon the 30% concept plans, iARCH will start the design documents.
 - iARCH will submit a schedule that will identify the milestones and will a minimum of two (2) weeks for each City review.
 - We underscore the access to the site to ensure that it meets the ADA requirements. We will propose any ADA design enhancements that are required around the park. This will include the pedestrian ramps, crosswalks and sidewalks leading to the ingress/egress points of entry.



Task 3 – Project Specifications at 30%, 75% and 100% Submittal

- iARCH will prepare Specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and other applicable agency standard plans, specifications, and guidance documents to obtain plan approval. We will provide the required standards and reference materials to be included in the City's standard contract documents. The Specifications will include all the bid items and a measurement clause and a payment clause.

Task 4 – Construction Estimate

- iARCH will prepare an engineer's construction estimate for the designed Project at 30%, 75% and 100% submittal in Microsoft Excel spreadsheet format. The cost estimates will have quantities and unit prices with back-up calculations for all quantities. We will verify all unit prices at the time of final plan approval.

Task 5 – Permitting and Regulations

- iARCH will observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services will include all steps necessary in the project development and permitting process to fully entitle the project to move into the construction phase.
- We will observe any document, design, and incorporate environmental requirements, mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- When required, we will provide a signed checkoff list certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.
- We will provide design support during construction to include but not limited to review of submittals, response to RFIs, etc.
- iARCH team will incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables submitted to the City will conform to those regulations to ensure a complete and conforming project. iARCH team will comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.
- We have budgeted the following meetings. We expect that half of those meetings will be via zoom, to save the project travel time and expenses.
 - 2 - Scoping/Kick off
 - 6 - City Staff

Quality Control

The iARCH team has the following Quality Assurance and Quality Control Procedure (Q/A and Q/C) which has been followed to provide services to the clients.

Quality assurance and quality control (QA/QC) are top priorities for iARCH. Producing construction and compliance documents of the highest caliber is our forte. Our QA/QC practice involves a comprehensive process to ensure delivery of quality products and services to meet stringent criteria.

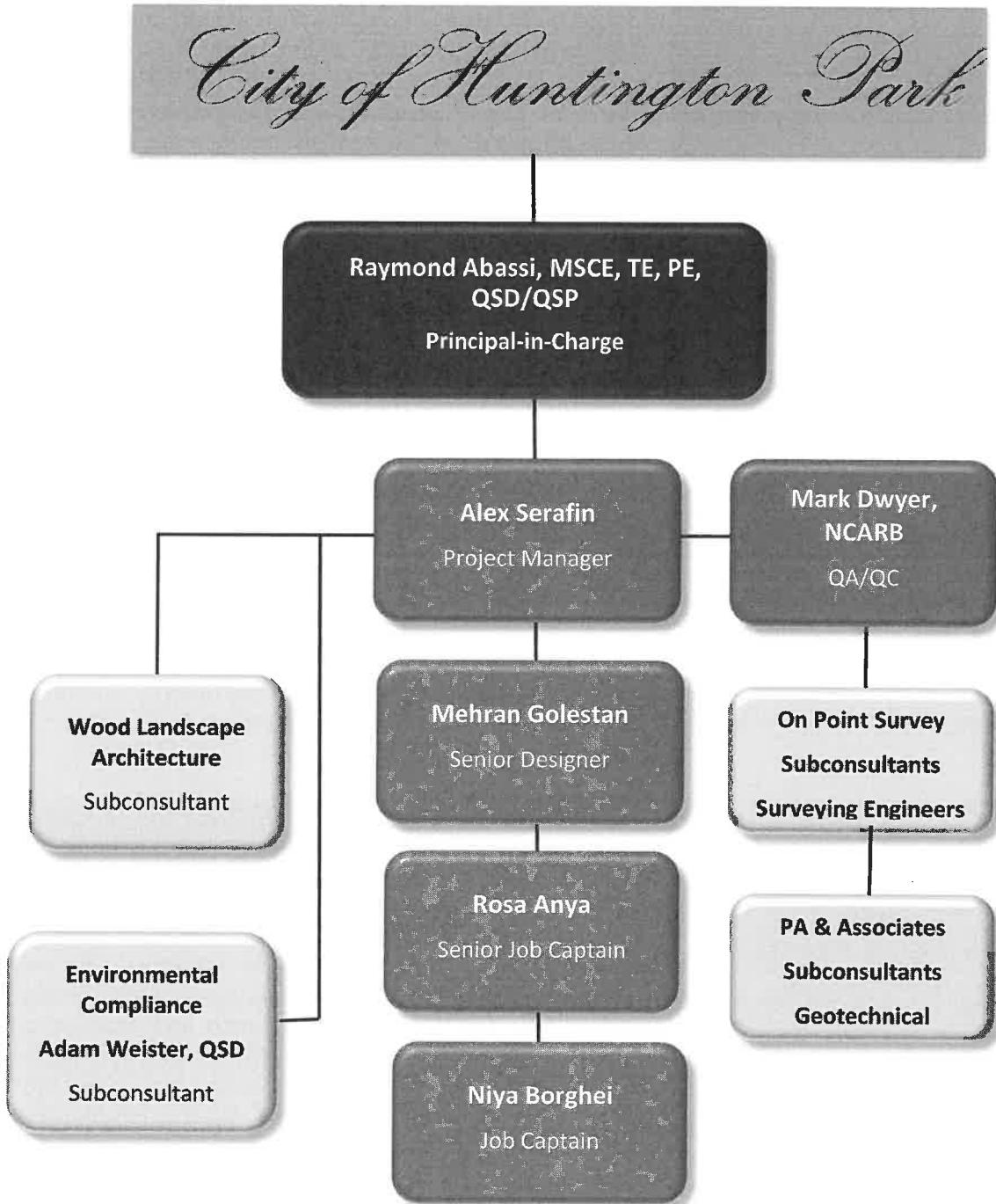
The iARCH management appoints an experienced and qualified QA/QC reviewer to provide leadership and guidance in producing complete and comprehensive documents to meet all industry standards as well as the City's expectations. Our monitoring and inspection documents will result in meeting the City's expectations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

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

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



Proposed Key Personnel



Raymond Abassi – Principal-in-Charge

Education:

- MS, Transportation, California State University, Long Beach
- BS, Civil Engineering, University of South Florida, Tampa, FL

Registrations/Certifications:

- Registered Civil Engineer, CA, No. 48091
- Registered Traffic Engineer, CA, No. 1759
- Registered Civil Engineer, FL, No. 41797
- Qualified SWPPP Developer, QSP/D Ca, No. 41797

Years of Experience: 35+

Ray Abassi has more than 35 years of professional experience in project management. He has professional certifications in multiple fields, including professional engineer, traffic engineer as well as storm water management. Ray's experience includes principal-in-charge on numerous projects, design plans and specifications, construction documents, and quality assurance as well as taking projects through the bid process and construction management. He has provided construction oversight associated with infrastructure improvements, such as facilities, pavement, drainage, utilities, and onsite water and wastewater systems. In addition, Ray has provided contract City Engineer and City Traffic Engineer services to various cities in Southern California.

Chesley Park, City of Huntington Park, CA.

Ray was the Principal-in-Charge and the Program Management responsible for providing project management and some design help for the preparation of the construction documents for the project. The project's design and construction for Phase 1 were completed on schedule and within the budget. The project is now going through the bid process.

Belflower Park, City of Adelanto, CA.

Ray was the principal-in-Charge and the Program Management responsible for providing project management and civil and traffic engineering input for this new project. iARCH was hired to provide the City with the concept design for the park in order for the city to use the concept to go after funding.

Alex Serafin – Project Manager

Education:

- BA, Art, California State Fullerton, Fullerton, CA.

Registrations/Certifications:

- Revit 2021 Certificate

Years of Experience: 30

Alex has over 30 years of architectural experience acting on behalf of owners and organizations managing new and remodel projects from project conception to agency review, construction documentation preparation and construction completion. This expertise was developed while working on project types such as residential, commercial, hospitality, liturgical design, retail, health care facilities, institutional projects (K-12 and higher education). Site planning, and fuel station design.

Project Lead, iARCH, Anaheim, CA.



Mark Dwyer, NCARB – QA/QC

Education:

- BS, Architecture, California State Polytechnic University, Pomona, CA.

Registrations/Certifications:

- California Architects License C 23283
- National Council of Architectural Registration Boards

Years of Experience: 40+

As Senior Project Architect and QA/QC, Mark is responsible for project design, design development, construction document preparation and coordination, and construction administration. Mark is the in-house code expert for all aspects of iArch projects regardless of occupancy, and has developed internal courses, checklists, and drawing templates for code analysis. As a certified instructor through the California Architects Board, Mark has also written and taught courses for Accessibility Continuing Education Requirements for license renewal for California State Architecture licensure.

Senior Project Manager, Infrastructure Architects, Orange, CA.

As the Senior Project Manager at iARCH, Mark brings over forty years of experience and knowledge to the company. Mark conducts weekly project meetings with IE team members and

managers and leads projects for our client cities. Mark has worked on various types of projects and shares his extensive knowledge with our team.

Mehran Golestan –Senior Designer

Education:

- BA Architecture, Shahid Beheshti University, Tehran, Iran.

Years of Experience: 37

Mehran Golestan is a highly experienced professional with over 35 years of expertise in the field of architecture and interior design. He has an exceptional track record in designing and delivering a wide range of residential, hoteling, commercial, and other construction projects.

Throughout his career, he has worked on numerous high-profile projects, including luxury hotels, high-end residential developments, and commercial buildings. He is recognized for his creative approach to design, his attention to detail, and his ability to incorporate the latest technologies into his projects. Mehran is adept at balancing the aesthetic and functional requirements of a project and can manage complex projects with ease. He is committed to delivering projects that exceed his client's expectations and is highly respected in the industry for his professionalism and dedication. He has extensive experience in overseeing the design and construction of buildings, ensuring that they meet all safety, environmental, and regulatory requirements. From 2011 to 2017 Mehran held the positions of the board of director and lecturer at TAFE, Box Hill Institute, Australia based in Tehran.

Rosa Anaya – Senior Job Captain

Education:

- BA, Architecture, Monterrey Institute of Technology, Campus Queretaro, Mexico

Certifications:

- Interior Design Certificate, UCLA Extension

Years of Experience: 17

Rosa is responsible for various tasks in the development of construction documents. Rosa has over seventeen (17) years of experience and obtained her BA in Architecture. Rosa is involved in dealing with client's needs, coordination of the project and consultants. She initiated project research for the development of construction documents.

Job Captain, PM Design Group, Irvine, CA.

Rosa prepared presentation and construction documents conforming to codes and zoning regulations for new and tenant improvements for commercial, retail, and fast-food projects such as Raising Cane's, Super Star Car Wash, etc. Coordinated construction drawings with Structural, Electrical,

Mechanical, Plumbing and Civil disciplines. Prepared and coordinated City Submittal packages for building permits and plan check corrections. Distributed hard copies and electronic drawings to clients and consultants. Conducted site visits and prepared as-built drawings. Assisted Project Architect/Project Manager. Maintained specific and scheduled deadlines for client submittals. Construction administration for Chase Bank projects: RFIs and shop drawings submittals.

Subconsultant Resumes

Wood Landscape Architecture

Kurt Koether

Education:

California Polytechnic State University

- Bachelor of Landscape Architecture

Licenses and Certifications:

Professional Landscape Architect (PLA) #5557

Years of Experience: 22

Wood Architecture

2018 – Present

Landscape Architecture.

Schematic plans.

Design development.

Landscape construction documents.

Project management.

Construction observation and administration.

Past projects/clients



PROJECT SCHEDULE

Proposal for CIP 2022-04 PS&E For HP Keller Park
City of Huntington Park – December 11, 2023

Tasks	MARCH															
	December			January			February			March			April			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
DESIGN PHASE																
Contract Award - December 5, 2023																
NTP/Kick Off Meeting - December 19																
Site Topographic Survey																
Research & Base Map Development																
Prepare 30% PS&E																
Submit 30% PS&E - February 5																
City Review																
Prepare 75% PS&E																
Submit 75% PS&E - March 25																
City Review																
Prepare Final 100% PS&E																
Submit Final 100% PS&E - April 22																
Bid Package Support (8 RFI's)																
Construction Support Services (8 RFI's)																

Fee Schedule/Cost Proposal

iARCH's "Fee Schedule/Cost Proposal" and "2023-2024 Hourly Rate Schedule" is submitted in a separate sealed envelope, as required by the RFP.



CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

REQUEST FOR PROPOSAL CIP 2022-04 Playground at Keller Park PS&E DESIGN

Questions pertaining to the Request for Proposal (RFP) for CIP 2022-04 Playground at Keller Park Project. Answers are highlighted in yellow.

1. Is there an on-site preproposal meeting to discuss improvements?

No. Proposers are welcome to visit the site.

2. Does the project site include the grass area/courtyard between the Police Department and City Hall or just the playground area to the northeast of City Hall?

The entire park.

3. Is there a site survey in AutoCAD format for the project area?

There is no existing site survey for the park.

4. Are there any recent concept plans or drawings for the site?

No.

5. What is the construction budget?

Please see Attachment 4 – Grant Agreement.

6. What is the design budget?

Please see Attachment 4 – Grant Agreement.

7. Are there any internal or external permitting they anticipate during this process? Is there flexibility in the deadline to handle any setbacks with review times?

There is no permit required from an outside agency. City will grant flexibility, though expectation is that the designer will prioritize this project and provide a timeline and schedule when the design shall start and be completed.

8. Are there public outreach meetings anticipated?

Yes. The designer will coordinate with City staff.

9. Please confirm Keller Park is Mike's Park at City Hall Campus.

<https://www.hPCA.gov/30/Robert-Keller-Park>

10. Will the City accept a Prefabricated Restroom Building vs. Custom Design and Site Built structure?

This may be an option, though the restrooms must be structurally sound and strong to continue and take the daily use from the public.

11. Has the City undertaken CEQA and determined that the project is a (CE) Categorical Exemption?

No. Design engineer/landscape architect, etc. responsible to organize and oversee the completion of this task.

12. Are Community Workshops, Presentations to Commissions and Council required?

Yes. The designer will coordinate with City staff.

13. Is there a geotechnical report available?

No.

The following modifications are hereby made as a part of the contract documents and supersede, replace, and/or amend the provisions included in the original RFP documents as stated above. The following addendum is hereby made a part of the RFP:

Request for Proposal

End of Addendum No. 1

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

By:


Cesar Roldan, Director of Public Works

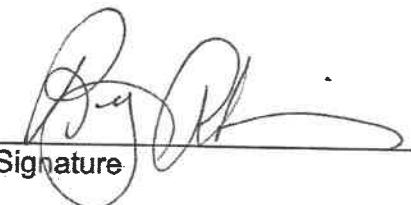
Date: 12/1/2023

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

Statement of Bidder Acknowledgment

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

Raymond Abassi
Contractor Name


Signature

12/11/23
Date

CEO/President
Title

CITY OF HUNTINGTON PARK
Negotiated COST PROPOSAL

FOR CIP 2022-04

PLANS, SPECIFICATIONS, AND ESTIMATES (SSE)

Playground at Keller PARK

December 11, 2023

PREPARED FOR:

City of Huntington Park

PREPARED BY:

iARCH 

Negotiated Fees December 2023

ARCH

City of Huntington CIP 2202-04 Playground at Keller Park Improvements

Tasks and Hours

Tasks	PIC QA/QC	Project Manager/ Sr. Architect	Design Architect	STRUCT Engineer	Civil Engineer	Env. Compliance	MEP Engineering	Landscape Architect	Sr. Job Captain	Survey & Geotech	Sub	Cost of Tasks
	\$250	\$200	\$180	\$220	\$190	\$190	\$190	\$190	\$150			
DESIGN PHASE												
Site Topographic Survey			8								\$20,000	\$21,600
Research and Base Map Development				40						80		\$19,200
8 Meetings (2 in-person, 6 Zoom)				20		8		8	8			\$6,640
Prepare 30% PS&E - ADA Compliance	4	24	80	24	40	20	40	80	80			\$56,480
Prepare 75% PS&E - ADA Compliance	4	16	40	24	40	20	40	20	40			\$41,680
Prepare Final 100% PS&E - ADA Compliance	4	8	20	4	10	10	20	10	20			\$17,680
Total Cost - Design Phase												\$163,280
Negotiated Design Fees												\$145,000

Negotiated Fees December 2023

iARCH

City of Huntington CIP 2202-04 Playgound at Keller Park Improvements

Tasks and Hours

Tasks	PIC	Project Manager/	Design	STRUCT	Civil	Env.	MEP	Landscape	Sr. Job Capitain	Survey & Geotech	Sub	Cost of Tasks
	QA/QC	Sr. Architect	Architect	Engineer	Engineer	Compliance	Engineering	Architect	Capitain			
	\$250	\$200	\$180	\$220	\$190	\$190	\$190	\$190	\$150			
BID & CONSTRUCTION SUPPORT SERVICES												
Construction Support Services - RFI's, Pre-Con Meetings,				16	4	4		4	4			\$5,280
Construction Support Services - RFIs/RFCs, Review Submittals/Shop Drawings, Prepare As-built					24	8	8	8	16	8	16	\$14,560
Total Cost - Bid & CSS Phase												\$19,840

2023-2024 HOURLY RATE SCHEDULE
(effective January 1, 2023)



ARCHITECTS & ENGINEERS

PIC	Principle in Charge	\$250	HR
Director	Director of Architecture	\$220	HR
SM	Studio Manager	\$200	HR
SPM	Sr. Project Manager	\$200	HR
PM/PA	Project Manager/Architect	\$180	HR
SJC	Sr. Job Captain	\$150	HR
JC	Job Captain	\$140	HR
DD	Design Drafter	\$125	HR
PE	Principle Engineer	\$220	HR
SE	Sr. Engineer	\$190	HR
SPCE	Sr. Plan Check Engineer	\$190	HR
AE	Associate Engineer	\$180	HR
ASE	Assistant Engineer	\$155	HR
MEP	MEP Engineer	\$190	HR
EA	Engineering Associate	\$150	HR
EAS	Engineering Assistant	\$125	HR
PTE	Principle Traffic Engineer	\$200	HR
STE	Sr. Traffic Engineer	\$190	HR
TE	Traffic Engineer	\$180	HR
SWE	Sr. Water Engineer	\$200	HR
WE	Water Engineer	\$180	HR
PM-NPDES	NPDES Program Manager	\$190	HR
CM	Construction Manager	\$200	HR
RE	Resident Engineer	\$220	HR
SI	Sr. Inspector	\$145	HR
DSM	Development Services Manager	\$220	HR
PLM	Planning Manager	\$200	HR
PRP	Principle Planner	\$190	HR
SRP	Sr. Planner	\$180	HR
ASP	Associate Planner	\$170	HR
CEQAS	CEQA/NEPA Specialist	\$200	HR
EP	Environmental Planner	\$180	HR
FE	Fire Engineer	\$220	HR
OC	Office Clerk	\$120	HR

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time. Deposition and court appearances will be charged at 2 times the listed billing rates.

ATTACHMENT 2



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

ORIGINAL



PROPOSAL FOR
PROFESSIONAL ARCHITECTURE AND ENGINEERING DESIGN
Keller Park - CIP 2022-04
CITY OF Huntington Park, CA



*Creating Award Winning Projects
Since 1977*

2221 E. Winston Road, Suite A, Anaheim, CA 92806-5540
Phone 714.776.4340 Fax 714.776.4395 www.hailandarch.com LA #5567



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

City of Huntington Park – Clerks Office
Attn: Cesar Roldan, Director of Public Works
6550 Miles Ave.
Huntington Park, Ca. 90255

12/11/23

Proposal – CIP 2022-04 Playground at Keller Park

Hirsch & Associates, Inc. (HAI) has creative and extensive experience in all aspects of design required to lead this project and is pleased to present our proposal for design and coordination. Our diverse project experience shall provide a complete and successful delivery of the new playgrounds. The specific scope of work of this project aligns with previous projects our team has designed and overseen successful construction completion. We have effectively designed play areas and retrofit of ADA path of travel improvements on numerous projects that maintained construction costs within budget and on schedule. HAI is an approved Los Angeles County TAP Partner and registered with the program.

We are uniquely qualified having;

- Project recognition by the California Park and Recreation Society in being presented (3) Special Award of Excellence, (10) Environmental Planning Awards, (3) APWA Project of the Year Awards, Southern California Chapter and (5) Awards of Merit for park planning and design.
- Design and development of over (130) municipal parks throughout California.
- Expert experience with developing inclusive play areas that reinforce community and offer a variety of play experiences for a wide range of age groups.
- Expert understanding of the latest in design standards with respect to park design, sustainable attributes, storm water retention/infiltration, site grading and drainage and Water Efficiency Landscape requirements.
- Expert understanding of the “Americans with Disabilities Act”, California Title 24, California Building Code and experience with how they apply to public facilities.

I will provide personal service and attention to the City of Huntington Park. My contact is: chuck@hailandarch.com, 714.776.4340 x108. I will have direct and continuous responsibility in all matters dealing with planning and design as well as direct our in-house design staff, sub consultants and attend City meetings. I shall be the contract point of contact and am duly authorized to bind HAI contractually with the City. I have read, understood and agreed to all statements in this request for proposal and acknowledge receipt of all addendums as well as to the terms, conditions and attachments referenced.

Thank you

Charles Foley, President
CA RLA#5567, ASLA

STATEMENT OF QUALIFICATIONS

PROJECT DIVERSITY

Parks & Recreation

Regional Parks
 Community Parks
 Neighborhood Parks
 Sports Facilities
 Special Use Facilities
 Mini Parks
 Universally Accessible Children's Play Areas



**Department of Water & Power Fountain,
 City of Burbank**

Municipal

Civic Centers
 Redevelopment Projects
 Landscape Standards & Guidelines
 Landscape Plan Check Services
 Public Plazas & Fountains



**McCambridge Park,
 City of Burbank**

Institutional

School & Campuses
 Correctional Facilities
 Justice & Police Facilities
 Hospital Landscape Planning & Design

Commercial

Commercial Power Centers
 Office & Business Parks

Specialty

Fountains
 Water Features
 Memorials

Residential

Planned Communities
 Single Family Housing
 Model Homes
 Apartment Complexes

Transportation

Streetscapes
 Freeway Landscape Design
 City Monuments
 Project Monuments

Firm Description

Hirsch & Associates, Inc. established in 1977 and incorporated in 1988 is a leading landscape architectural and multi-discipline firm created to serve as a knowledgeable and valuable resource to public agencies and private developers. Our goal is to maintain balance between design and economics by furnishing client oriented services tailored to meet the needs of individual projects in a creative, innovative, sustainable and cost effective manner.

The knowledge gained on a wide range of projects allows the professional staff of Hirsch & Associates, Inc. to provide each client with the experience and understanding of the decision making process, design parameters, construction standards, water conservation requirements and current maintenance practices. This experience equates to well-conceived projects that exceed expectations.

Business Category

Certified Small Business Enterprise (SBE)
 Veteran Owned Business Enterprise (VOBE)



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A

ANAHEIM, CALIFORNIA 92806

714-776-4340 FAX 714-776-4395

WWW.HAILANDARCH.COM ASLA

SERVICES

LANDSCAPE ARCHITECTURE

Capabilities

In the capacity of primary consultant or development team member, our professional staff and affiliates are capable of providing complete landscape architecture, planning and engineering services.

Services

- Park Master Planning
- Feasibility Studies
- Conceptual Studies
- Community Outreach
- Community Workshops
- Sustainable Site Planning
- Construction Documents
- Project Management
- Construction Administration
- Low Impact Development
- Water Harvesting
- Irrigation Design (AB 1881)
- Water Auditing
- Water Budgeting
- Water Consumption Reporting
- Recycled Water Irrigation Design
- ADA Compliance

Approach

Through our strong commitment to professional integrity and personal service, Hirsch & Associates, Inc. is dedicated to providing the comprehensive services necessary to achieve a final project from conceptualization through completion of construction. Our innovation and employment of advanced technologies, proven multi-discipline approach and demonstrated success of each project support this commitment.

Hirsch & Associates, Inc. understands the many and varied responsibilities and pressures placed upon our clients through the design and development process. Accurate design and quick response from highly qualified professional staff members is hallmark to the services we provide. Long term client relationship is our ultimate goal.



Cerritos Towne Center,
City of Cerritos



Betty Lou Lamoreaux Juvenile Justice &
Family Probate Facility, County of Orange



Plaza Park,
City of Fullerton



Glendale Sports Complex,
City of Glendale



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

SERVICES CONTINUED

Philosophy

Planning, designing and building a project to meet today's needs is an all encompassing challenge. The practice of landscape architecture has become an integrated team effort, carefully considering the needs and desires of the people who live, work and play within the projects we design. As landscape architects and planners, we have a responsibility to the general public to create the best possible environment. The knowledge to design this environment is obtained from two sources, our past experience; which help us provide practical and timely designs within budget restraints, and our vision of the future; which gives our designs life and meaning that will grow beyond the present.

Affiliates Services

Architecture

Community Buildings
Gymnasiums
Restroom Buildings

Administration Buildings
Picnic Shelters
Concession Buildings

Engineering

Civil
Structural
Environmental

Electrical
Mechanical

Construction Administration

Constructability Review
Entitlement Processing
Project Management

Construction Management
Value Engineering
Construction Inspections

Insurance Information

Hirsch & Associates, Inc. maintains the following insurance coverage limits may be increased upon request:

General & Automobile Liability
Travelers
Limit: \$2 Million & \$4 Million Aggregate

Professional Liability
Wesco
Limit: \$1 Million

Worker's Compensation
Travelers
Limit: \$1 Million



**Fairmount Park,
City of Riverside**



**Janss Plaza Renovation,
University of California, Los Angeles**



**Central Park,
City of La Palma**



**Louis A. Pompei Memorial Park,
City of Glendora**



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING



Qualifications and Experience of Personnel

Project Team Members HAI

The following staff members and their responsibilities are as follows. Technical/Drafting staff members are not listed.

Charles Foley, ASLA Licensed Landscape Architect, President.....Principal in Charge

Mark Hirsch, Licensed Landscape Contractor (C-27),

AI Certified Irrigation Designer and Water Auditor.....Senior Project Manager

Pam Brown, ASLA Licensed Landscape Architect.....Senior Designer

Consultants

Rob DePrat.....Civil Engineer

Michael Reed.....Electrical Engineering Project Manager

Chris Vassallo.....Licensed Surveyor

HAI has relevant history and is currently providing design services to other Cities in Southern California with the same or very similar scope as Keller Park. We currently are working with the City of Westminster where we have renovated 5 play areas within existing parks and have 6 additional play areas in varying stages of design. These projects for Westminster are simple in scope with minimal site work improvements. The old play structures, sand and rubber are removed and replaced with new and exciting playgrounds, 100% rubber surfacing. The average construction cost is \$600,000 per playground. We have 2 complete playground and lighting renovation projects designed and bidding in Long Beach at Ramona and Silverado Parks. These projects completely demolish play areas in existing parks and include new site configurations, walkways, lighting and seating/shade. The playgrounds include elements of custom design features such as GFRC Climbers, Boulder and Fog experience, Mister/cooling stations and seating. The Long Beach projects construction cost average is approximately \$1.7 Million each. We have partnered with Long Beach being On Call and have renovated 13 play areas since 2017. We are working with the City of Pomona on a New Civic Center Park and Play Area. This project is a completely new playground in a sloped open turf area adjacent to City Hall and Library, County Courthouse. This is a destination playground that integrates the play equipment into the slope and affords second story access to mobility devices and impaired users, very unique. New restroom building and separate maintenance building are part of the design as is lighting, water play area, hillside bleacher seating and renovation of a defunct fountain in the central plaza. Construction budget is estimated at \$9 Million. We have an universally accessible playground and park renovation at Sterns Park in Los Alamitos which is scheduled to go out to bid December 18th. This project is an existing 13,000sf pocket park where tree protection is a priority, new play equipment, solar lighting, picnic areas, exercise zone and shade are included. Project budget is estimated to be \$900,000 funded by a State Park Grant. In the City of Adelanto, we have a new 3 acre park currently out to bid which includes a prefabricated restroom building, play area, splash pad, basketball court, lighting, landscape and irrigation. The project budget is \$3.9 Million and funded by the State Park Grant. The same design team proposed for Keller Park contributed to the projects noted above. The City of Huntington Park will be afforded experts in park design specific to play areas and campuses with our team.

References



Project: Mackay Park

Client: City of Cypress

Completed: November 2017

Construction Cost: \$2.7 Million

Contact: Nick Mangkalakiri, Senior Civil Engineer
714-229-6729

Project Description

Mackay Park is developed on a 2.9 acre portion of the former Mackay Elementary School property. The remaining portion of the school site has been redeveloped and features a new residential community. The park design was derived through community meetings conducted by HAI with area residents as well as meetings with City Staff, Parks Commission and City Council. The park features both active and passive recreation with picnic shelters, separate tot lot and children's play structures, half basketball court, prefabricated restroom building, exercise equipment, sculpture garden, decomposed granite pathways, bio swales and infiltration collection, walkway bridges, solar lighting (park area lighting, 120V power lighting in parking lot), open turf, native planting and a parking lot. The project was designed utilizing Autocad, Adobe Illustrator, Sketch Up and Photoshop. Sub Consultants provided survey, site lighting and power for restroom and controller, civil engineering and hydrology study, geotechnical and structural engineering.





Project: Renovation of 13 Play Areas Contact: Eric Lopez, Director of Public Works

Client: City of Long Beach

562-570-5690

Completed: 11 Completed, 2 Bidding

Construction Cost: \$8.5 Million

Project Description

HAI is assisting the City of Long Beach in renovating a series of play areas throughout the City utilizing City of Long Beach Measure-A funding. Each play area being upgraded is intended to be different from the others. Four of the play areas are considered to be "destination" play areas featuring unique equipment and site features such as slides built into hillsides, zip lines, fog cooling, and custom play features. Parks included are Drake, Jackson, Veterans, MLK, Whaley, Recreation, Channel View, Los Cerritos, Colorado Lagoon, Cherry, Admiral Kidd, Ramona and Silverado. Our sub consultants provided survey, electrical engineering, SWPPP/NOI and SUSMP documents.



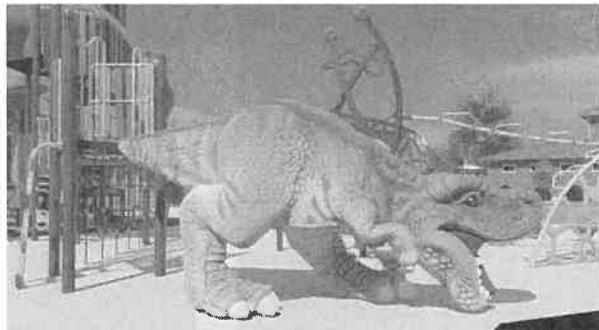
Los Cerritos Zip Line



Drake Park



Los Cerritos Park Hillside



Recreation Park



Channel View Park

Whaley Park



Project: Renovation of 10 Play Areas

Client: City of Westminster

Completed: 4 Completed, 1 bidding and 5 in Design

Construction Cost: \$6 Million

Contact: Tuan Pham, Public Works
714-548-3456

Project Description

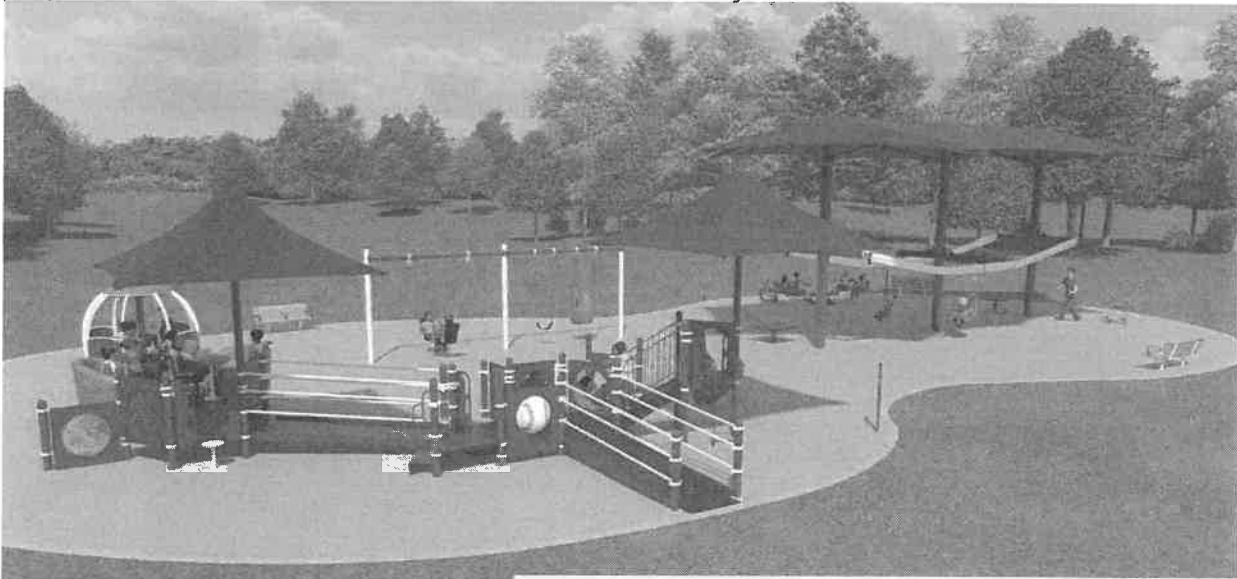
The City has undertaken renovation of specific play areas Citywide. Rather than complete demolition of entire playgrounds, the approach is to replace within the existing footprint of each play area. There is minor concrete removal and replacement occurring dependent on condition of paving. This approach allowed the City to stretch limited budgets and spend their dollars on play equipment rather than site work. Each play area has been designed with community input that HAI solicited during play area workshops. Some of the play areas have been themed such as Westminster Park's all-inclusive playground and Baseball theme. The Park is home to the Challenger Little League Team. An organization that provides opportunity for disabled children to play baseball. Wheelchair access into the play structures if provided with ramps. Margie Rice Park is located across from a County Fire House and the area children asked for a Firehouse themed playground. Others include a Castle themed structure at Newcastle Park (bidding) and Marine theme at Sigler Park.



Margie Rice Park



Liberty Park



Westminster Park - Westminster

1150159-01-04-01 • 03/15/2021





Project: Civic Center Park

Client: City of Pomona

Status: Construction Documents

Construction Cost: \$9 Million

Contact: Matt Pilarz, Public Works

909-620-3652

Project Description

The City intends to construct a new destination playground on the Civic Campus, a registered Historic Site. HAI conducted community outreach and presented the design to the Historic Preservation Commission, Parks and Recreation Commission, Community Groups and City Council. The design integrates the equipment into the hillside and allows for a truly universally accessible environment. Folks using mobility devices are able access second level play with able bodied users. The project includes renovation of the historic and currently inoperable fountain located within the adjacent plaza in front of the courthouse. Custom designed buildings include a new restroom as well as maintenance pump building. Group picnic, water play zone, climbing and fog zones compliment separate Tot Lot and 5-12 structures. Built into the hillside is bleacher seating with ADA access included.



Civic Center Park
1177102-01-01-02 • 08.25.2023

RecWest



Civic Center Park
1177102-01-01-13 • 08.25.2023

RecWest



Project: Silverado Park
Client: City of Long Beach
Status: Bidding
Construction Cost: \$1.6 Million

Contact: Marilyn Surakus, Bureau Manager
562-570-5793

Project Description

The City intends to renovate an existing play area that is long overdue for improvement. The new design includes a separate 2-5 year old and 5-12 year old play area. HAI designed an elevated walkway separating the two areas and provides activity panels along the walkway as well as a bridge access to the Tot Lot. Sloped rubber surface allows access along the pathway. The project is themed to reflect the colorful images of a newly painted wall mural on the existing Community Center, a colorful tropical collection. We included custom "Beanstalk" and Tree climbers to access the 5-12 structure. We integrated into the design misters at stations for cooling of both user groups. Existing trees are protected in place and provide shade complimenting integrated shade on the structures. HAI conducted community workshops garnering support for the project.



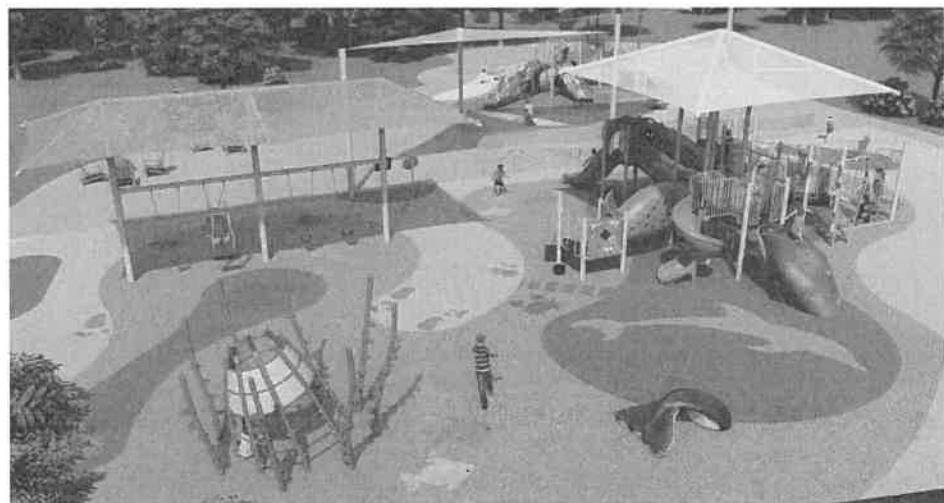


Project: Ramona Park
Client: City of Long Beach
Status: Bidding
Construction Cost: \$1.6 Million

Contact: Marilyn Surakus, Bureau Manager
562-570-5793

Project Description

Ramona Park Play Area is a complete demolition and replacement of an existing play area. The site has constraints that limited the area of which we can place the equipment. The old playground was built over an existing Los Angeles County Sanitation District easement and line. The new design includes separate Tot Lot and School Ages play areas on opposite sides of the easement. We obtained an Build Over permit from the County allowing the concrete plaza and seating areas. The play area is themed "Under the Sea" and features a whale climber, Kraken Climber, Coral Climber, scavenger hunt marine critters, jetty boulders and fog manifolds creating the at the Beach experience sitting on a jetty, in North Long Beach! HAI conducted 3 stakeholder workshops obtaining input from the community and crafting the design with that input.





Project Approach

HAI designs play areas on virtually every park we are the Architect of Record. We enjoy this fact professionally and find satisfaction in the process. Our approach to Keller Park starts with an understanding of project budget and schedule. Our first order of business is survey. The survey is a critical component to starting the design. It defines the area and allows the design team to identify opportunities and constraints related to the ADA path of travel analysis, area limitations, protection and demolition of site features and associated costs. Knowing the City Stakeholder expectations from the start allows HAI to efficiently coordinate with Play Equipment manufacturers. We shall obtain play equipment collections, Prefabricated Restroom Buildings, site furnishings, decorative and efficient LED lighting products and alternates from a variety of manufacturers providing the City with alternates and options for selection. With City input, we select various play features and opportunities integrating site and play as one.

Basic Services. Perform all the necessary professional landscape architectural and engineering services in a timely and professional manner consistent with the standards of the profession.

Project Management. Provide overall project management, project scheduling and consult with all parties and team members throughout the entire length of the project. Meet with City Staff, and others as directed to establish communications and formulate working relationships.

City Provided Information. The City shall provide all existing documentation it has on file for the project that may include existing utility locations and depths, right of way limits, copies of easement documentation, list of agencies having jurisdiction over the project, and the contact person for the agency, street improvement plans and storm drain plans. HAI, Hirsch & Associates, Inc will make a good-faith effort to verify the accuracy of such information and utilize it in the preparation of the final working drawings and specifications.

Communication. Participate in consultations and conferences with City Staff and other agencies having jurisdiction over the Project that may be necessary for the completion of the Project. Such consultations and conferences shall continue throughout the project duration. Communication will include a combination of email, telephone/Zoom/Microsoft and in person meetings at City Hall and/or project site.

Project Feasibility. Provide advice and assistance in determining the feasibility of the Project, analyze the type and quality of materials and construction methods to be selected, and other initial planning matters.

Budget. Use our best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution to maintain the City's stated budget.

Quality Control/Quality Assurance

HAI has developed a design quality process for the presentation of deliverables that is consistent and replicable for each deliverable document. Each formal submittal prepared by HAI and team members shall be;

- Reviewed by independent technical staff of the discipline involved.
- Reviewed for coordination and possible interferences by design staff of other disciplines involved.
- Checked by Project Manager for design certification and/or certifies comments for revisions.
- Certified that all comments have been incorporated, checked and back checked in accordance
- Drawings stamped for internal audit as reviewed, checked and back checked. Once all three quality control checks have been completed, documents are ready for delivery.



Scope of Work

Task 1 – Field Review and Surveys

- This task includes the project management services including the requirements for meeting documentation, project schedules, progress reports, invoicing, and administration of Consultant work.
- Attendance of all coordination meetings including (2) Kick Off Scope meetings and documenting minutes.
- Review existing data, such as as-builts, GIS Mapping, utility plans, City provided record drawings and documentation pertaining to the Project site.
- Survey
 - Conduct Survey Records Research.
 - Establish Survey Control in field.
 - Locate visible centerline intersection monuments.
 - Topographic Survey will also locate hardscapes, landscaping, visible evidence of utilities and irrigation, trees.
 - Prepare Survey Base Map reflecting results of Topographic Survey, labeled to identify features located, and for elevations of cross section shots and other pertinent points along the medians (i.e., BCs/ECs of curves and angle points along the median curbs).
 - Base Map will be provided in AutoCAD-compatible format.
- Photo document existing conditions
- Conduct Site Analysis to identify opportunities and constraints of each project site. Review survey and field condition.
- Develop provisions to accommodate existing and new utility facilities (e.g., maintained in place, removed, adjusted, abandoned, or installed).

Conceptual/Preliminary Design (HAI/BP/PLC/IDS)

- Identify utility locations and resolve conflicts on proposed plans to keep the project on schedule.
- Review path of travel and determine hardscape that is not in compliance with ADA requirements. Prepare preliminary grading plan identifying hardscape areas that need to be removed and replaced.
- Obtain play equipment designs from (4) manufacturers and develop site plans based on critical fall zone requirements. Compare color, rubber surfacing designs and play equipment options to maximize play events with available budget.
- Obtain floor plan and elevations of new Prefabricated Restroom Buildings from (2) manufacturers.
- Prepare Conceptual Design plans utilizing the formal survey as the base sheet. The Conceptual Design Plan will include the location of all proposed amenities, seating areas, restroom building, proposed light locations, shade components, proposed plant palette and proposed tree locations. Included will be locations of proposed hardscape and alternate options for consideration. Include color images exhibits of all amenities, plant, seating and hardscape material proposed.
- Prepare a preliminary construction cost estimate.
- Meet with City Staff to review design concepts and estimate. Revise as needed based on input received.
- Prepare presentation color renderings and prepare product material boards of all proposed amenities and options.
- Attend up to 3 public meetings to present the concept/estimates to finalize aesthetic design choice and receive approval of the concept to be developed.
- Attend and conduct monthly design meetings with City
- From input received, finalize a single design concept based on input.
- Provide design boards of revised concepts to City Staff for review and comment.

Deliverables: Preliminary Design Concept Drawings and estimate (AutoCAD version compatible with City and PDF). Renderings of the design concept and amenities exhibit featuring photos of proposed materials Preliminary Construction Cost Estimate (PDF). Meeting Minutes and Supporting Documentation. Project Schedule, Progress Reports, Meeting Notes and invoices. (Site Survey (AutoCAD version compatible with City and PDF)).

Task 2 – Construction Documents

Includes Bi Weekly status meetings, reports of work, schedule updates and meeting minutes of all communication and action items.

HAI is responsible for developing and assembling Contract Construction Bid Documents ("Bid Documents") for advertisement and bidding the Project for construction. The Bid Documents shall in include all necessary work to be constructed including infiltration accommodation, Construction Plans and supporting documentation for a complete biddable set. Furthermore, HAI shall provide Technical Specifications and Cost Estimates associated with the design plans. All Bid Documents shall be prepared and stamped by a CA licensed Landscape Architect. The design shall comply with all latest applicable codes, guidelines, and standards. Plans to be drawn at 1"=20' and include the following:

- Title/Index Sheet
- Demolition/Protection Plan
- Site/Grading and Drainage Plan landscape areas
- Wet Utility Plans, Details and Notes
- Erosion Control Plan
- Construction Plans and Details, notes (hardscape)
- Landscape Plans, Details and notes
- Irrigation Plans, Details and notes with water use calculations
- Electrical design and site lighting photometric, power supply to buildings, light pole footing structural engineering, calculations and required forms.
- Technical Specifications – City shall prepare the boiler plate specifications
- Probable Construction Cost Estimates with back-up/support information on quantities and unit prices.

The Plan format, standard construction notes, and sheet borders shall be commensurate with City standards.

Deliverables:

- 30, 75% Full Set Construction Set Drawings(AutoCAD version compatible with City and PDF)
- 30, 75% Contract Technical Specifications (Word and PDF)
- 30, 75% Engineers Estimate (Excel and PDF)
- Supporting Design Documentation/Calculations (Word, Excel, and PDF)

Blue Peak Engineering

- Utility Research: BP will contact the City and utility companies that serve the site or have utilities within the adjacent streets. We will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the topographic basemap survey.
- Project Coordination: BP will coordinate with the architect and the design team regarding design concepts and electronic data exchange associated with the Schematic Design

Phase. Planning documents will be based on the digital site plan.

- Architectural/Development Review Documents: BP will prepare preliminary design documents as required for the City Planning and Development Review process. The following plans will be prepared for the planning submittal:
 - Basis of Design – (BOD) narrative in .doc format describing the existing conditions and proposed civil design improvements to support the proposed project.
 - Preliminary Grading and Drainage Plan – Using the landscape base, establish preliminary site spot finish grade elevations, show preliminary drainage facilities, locations, and size of proposed water quality basins or BMP's. Overall dimensions distances to existing boundaries and roadways
 - Composite (Wet) Utility Plan – Showing preliminary locations and sizes of existing and proposed sewer, water, and storm drain connections to the buildings.
- Preliminary Design Calculations: BP will perform preliminary water quality calculations (i.e. impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review.

IDS Electrical Engineering

Prepare the electrical conceptual designs and reports, complete electrical phased bidding/construction plans based on preferred conceptual design, specifications, and probable electrical construction cost estimates, and support bidding of the first phase(s) for construction of the proposed new park.

Scope of Services

Attend two (3) design meetings with the City's project team, including a project kick- off meeting.

- Visit the project site to investigate existing conditions.
- Electrical site demolition plans.
- Site electrical circuiting.
- Show the placement of pole-mounted area lighting
- Concrete pier footing details with related structural calculations for one (1) light pole type.
- Lighting fixture schedules, details.
- Electrical single line diagram, load calculations, and related load schedules.
- 2022 California Energy Code calculations forms.
- Electrical specifications.
- Building, Irrigation controller power connections.
- Optional Designs for a separate fee.
- Design for line voltage area lighting.

Conceptual/Preliminary Phase:

- Conduct a field review of the existing site condition.
- Provide Code analysis and design describing our findings and laying out options.
- Prepare Conceptual/Preliminary Construction Documents for the City's review and comments.
- Prepare calculations, equipment selection, and exhibit showing electrical equipment and lighting locations.
- Prepare and submit project project-applicable Electrical Specifications section list.
- Provide preliminary opinion of probable electrical construction costs.

Final Construction Documents/Plan Review Phase:

- Prepare Construction Documents incorporating all the City's conceptual plan comments and other revisions and submit them to plan review agencies with jurisdiction over the project for their review and approval.

- Prepare and submit a final opinion of probable electrical construction costs.
- Provide technical support during plan check submittal and review through permit ready to issue. Revise documents as required.
- Incorporate plan check corrections into the final/ approved Construction Documents' drawings and specifications.

Exclusions and Assumptions

- A. Emergency lighting and related equipment and interfaces are excluded.
- B. Off-grid, emergency, or utility power back feed Solar power designs are excluded.
- C. Street/Parking Lot lighting improvements are excluded
- D. Security camera system design, modifications, and interfaces outside the scope of work above are excluded.
- E. Off-site improvements are excluded.
- F. Remedial permit approvals for work previously performed and for which there is no record of a permit are excluded.
- G. Testing for the presence of hazardous materials of any kind and mitigation requirements for the same is not included.
- H. The electrical design will be documented using AutoCAD.
- I. Analysis, review, design, strengthening, retrofit, etc., of existing structural load support and lateral force resisting systems not directly related to the new electrical elements of this project are excluded.
- J. Commissioning of equipment or systems is excluded

All applicable plans, technical specifications and construction cost estimates shall conform to City templates. All submittals shall be thoroughly checked as part of the Consultants QA/QC program, inclusive of any independent plan check process. All redlines shall be attached to each re-submittal with a summary matrix of comments, edits, and responses provided noting where the revisions have been incorporated into the specific deliverable as necessary.



Task 5

From Plan Check Review Comment

Final Bid Package Submittal (100% PS&E):

- *Full Construction Bid Ready Plans (1 PDF file for City duplication and printing and Autocad files)*
- *Specifications (PDF and DOC file formats)*
- *Project Cost Estimate (Excel file, and PDF)*
- *All Supporting Documents(PDF and/or DOC)*

OPTIONAL: Task 6 – Bidding

- HAI team shall be available throughout the advertisement and bidding period to provide technical assistance to the City. This requires assistance with bidder's inquiries, preparation of addenda, and attendance at the pre-bid field meeting. Bidding procedures shall be the responsibility of the City

Deliverables: pre-bid meeting notes, comments on requests for information, plan/specification revisions, addendums to bid

OPTIONAL: Task 7 – Construction Support

- Prepare the Pre-Construction meeting agenda for the City's review. The following items will be reviewed at the Pre-Construction meeting:
 - Plans, Specifications and Inspection Process
 - Submittals and the approval process
 - City and State Fund
 - Impacted Utilities, Coordination with the City, Departments, and other impacted agencies
 - Coordination with schools, residents, businesses and similar entities
 - Public Notices, construction schedule, and traffic control (if needed)
 - Agreed communication
 - Weekly Statement of Working Day Reports, contract time and progress meetings
 - Contract Change Order (CCO) process
 - Final project walkthrough, punch list items, preparation of as-built drawings and project acceptance
- Conduct preconstruction meeting with City and Contractor. Prepare meeting minutes and distribute to all parties.
- Review contractor payment requests and provide City opinion of work completed.
- Coordinate with City project manager, city staff and inspector as necessary during construction.
- Review contractor prepared construction schedule and verify adherence during the life of the project. Update schedule and progress verification as field operations continue and change original schedule.
- Review and approve product submittals and shop drawings in accordance with construction documents.
- Attend on-site project meetings to review work of the contractor. Prepare written reports of meetings for distribution to all parties. Document what work is taking place and compare to project schedule. Photo document and include in project log of meetings and minutes.
- Coordinate with all parties by telephone, fax and e-mail as necessary.
- Contract Change Orders (CCOs) may be requested by the City, Contractor or design engineer. When a proposed change is requested, HAI will determine the need for the change, check for conformance to standards, consider other remedies, method of compensation, impact on contract time, estimate of cost, and the likelihood of final approval.
- Observe and approve all soil preparation material, planting methods, and finish grading prior to planting.
- Observe the inspection of the installation of all landscape and irrigation equipment.
- Respond to contractor's Request for Information (RFI's) and other questions during project construction.
- Conduct substantial completion review and Contractor and prepare punch list. Review and approve punch list items upon their completion.
- Review and approve all contractor supplied closeout items, manuals.

Deliverables: meeting notes, comments on requests for information, plan/specification revisions, punch lists and items of correction.

Exclusions

- Geotechnical Engineering
- CEQA, we believe this project is Categorically Exempt (CE) simply replacing existing features. This is a maintenance upgrade to an existing facility.

Keller Park

Project Schedule



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

THE EAST MONTANA MEAT SUPPLY COMPANY CALIFORNIA DIVISION
PHONE 701-264-4247 FAX 701-264-4205 WWW.EASTMONTANA.COM

HAI Resumes



Charles Foley, ASLA

President

Education: B.S. Landscape Architecture, California State Polytechnic University

Years with Firm: 26

Registration: Landscape Architect CA#5567

Experience

Mr. Foley joined Hirsch & Associates, Inc. in 1996 and has increased his capacity with the firm from draftsman to his present position of President. He is responsible for the design and development of a wide range of projects for both public and private development including Streetscapes, Commercial/Retail Centers, Master Planned Residential Community Development, Specialty projects such as Memorials and Water Features as well as Park and Recreation design. Mr. Foley is responsible for client contract negotiations, oversight of staff and project consultants, delivery of product to clients as well as client relationships.

Mr. Foley has proven his design capabilities and project management with award winning projects for both public and private sectors. Awards include Awards of Excellence in for Rotary Centennial Park, City of Long Beach; and Barnes Park, City of Baldwin Park from the California Park and Recreation Society. Master Plan and construction oversight of Cesar Chavez Park, City of Pomona won an Award of Excellence and the Creating Community Award of Distinction, presented by the California Parks and Recreation Society, APWA Southern California Project of the Year awards.

Mr. Foley will be in charge of the design and development for the entire life of the contract. He will be the Architect of Record and manage all staff and sub consultants as well as control schedule.



Mark Hirsch, IA

Vice President

Education: A.A. Construction Management, College of the Redwoods/ A.A. Horticulture,

Fullerton College

Years with Firm: 25

Registration: Licensed Landscape Contractor, CA #956898

Certified Irrigation Designer, Certified Water Auditor #84847

Experience

Mr. Hirsch has 30 years of experience in the landscape design and construction industry. Before joining Hirsch & Associates, Inc. 1998, Mr. Hirsch obtained experience working for a General Contractor, installing all aspects of landscape construction.

Mr. Hirsch has continued to increase his capacity at HAI, starting from draftsman to his current title of Vice President and Senior Project Manager. Accomplishments during his professional career including Autodesk/AutoCAD certification, certified irrigation designer and certified water auditor. Mr. Hirsch is a licensed landscape contractor in the State of California.

Mr. Hirsch will manage the design of the project with input from Charles Foley. He will specifically look at constructability and irrigation renovation/redesign, production of documents.

Affiliations

IA Irrigation Association

California Landscape Contractor Association

California Park & Recreation Society



Pamela Brown, ASLA

Senior Designer Education: B.S. Landscape Architecture, California State Polytechnic University
Years with Firm: 15
Registration: Landscape Architect CA#5866

Experience

Ms. Brown joined Hirsch and Associates, Inc. in 2007 with 4 years of previous experience at a large multi-disciplinary firm in their Landscape Architecture division where she collaborated on projects with architects, engineers, and environmental planners. Ms. Brown works closely with clients and sub consultants to develop various projects from conceptualization through design development and lastly to construction documents and support. Ms. Brown has been involved with a wide range of projects such as award-winning Park and Recreation Facilities including play areas, Sports Parks, Commercial Retail Centers, and Streetscape Beautification. She has also been involved with the design of Specialty projects such as: water features, water catchment systems for on-site irrigation use, and rain garden features that utilize plant material for contaminant filtration.

Ms. Brown shall be involved in the project the life of the contract. She will be responsible for design and creative development of concepts, production of documents. During the construction phase she will assist Mr. Foley and Mr. Hirsch providing back up of design intent technical support. She will coordinate with technical production staff in our office.

Affiliations

American Society of Landscape Architects, ASLA

Pacific Land Consultants, Inc.
28441 Highridge Rd. #230
Rolling Hills Estates, CA 90274
310-544-8689
Chris Vassallo PLS
plscal@msn.com

Field/Office Survey Services.



Pacific Land Consultants, Inc. has been in business for 26 years in the LA/OC area. We provide survey services for construction staking, ALTA's, topographies, aerial layout, and state of the art GPS work.

We have two fully equipped crews with the latest technology, so we can be in contact with the office at all times. We have AutoCAD capabilities in the field, and with our PC phone cards can email information back and forth with the office.

Our employees have all been in surveying for many years, our two crew chiefs have over 30 years of experience between them. They can evaluate boundary establishment, construction changes, and most questions that may arise in the field.

Our office staff is equipped with the latest Civil 3D AutoCAD, and is capable of producing a variety of finished products, such as topographic surveys, slope analysis surveys, ALTA surveys, construction drawings, showing points field crews set.

Robert DePrat, P.E.
1853 Yorba Linda Bl#235
Yorba Linda, Ca. 92886
714-749-3077
rdeprat@bluepeakeng.com
California (#60482)
Bachelor of Science, Civil Engineering, UC Irvine
M.B.A. UC Irvine



Professional Experience

Mr. DePrat has over 20 years of professional civil engineering experience serving clients throughout California in a wide range of public park and private development projects. Blue Peak Engineering has provided civil engineering services to HAI throughout its history including sports parks, roadway design and recreation facilities. Along with his depth of experience, Mr. DePrat's success attributes to his dedication to customer service and maintaining valuable working relationships among clients, contractors and jurisdictionally agencies.

1 Peters Canyon #101
Irvine, Ca. 92606
949-387-8500, www.idsgi.com



IDS Electrical Engineers has extensive experience conducting electrical power consumptions studies and field investigations; reviewing plans, drawings and specifications of new construction projects for electrical code compliance and delivering post construction support; providing construction cost estimates for electrical wiring infrastructures and drafting concept studies and reports. Established in 1992, the company has provided professional electrical engineering services to public and private clients throughout California.

FIRM KEY PERSONNEL:

Michael Reed

Affiliations/Associations/Organizations

Illuminating Engineering Society, Orange County Section
Certified Engineering Technologist

Professional Experience

Mr. Reed has over 30 years of Electrical Engineering experience in commercial, municipal lighting and utility infrastructure projects. His expertise encompasses conceptual planning through final design. Rob's background includes serving as the electrical project manager on multiple private and public agency projects. In this role, he collaborates with the in-house MEP team at IDS to deliver recommendations and deferred maintenance reports to his clients. He is also an industry expert in Title 24 Compliance, working with both clients and architects to educate them on the changes to the code. IDS Group has provided master planning and design services to HAI for over 10 years on a multitude of projects.

December 1, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

REQUEST FOR PROPOSAL CIP 2022-04 Playground at Keller Park PS&E DESIGN

Questions pertaining to the Request for Proposal (RFP) for CIP 2022-04 Playground at Keller Park Project. Answers are highlighted in yellow.

1. Is there an on-site preproposal meeting to discuss improvements?

No. Proposers are welcome to visit the site.

2. Does the project site include the grass area/courtyard between the Police Department and City Hall or just the playground area to the northeast of City Hall?

The entire park.

3. Is there a site survey in AutoCAD format for the project area?

There is no existing site survey for the park.

4. Are there any recent concept plans or drawings for the site?

No.

5. What is the construction budget?

Please see Attachment 4 – Grant Agreement.

6. What is the design budget?

Please see Attachment 4 – Grant Agreement.

7. Are there any internal or external permitting they anticipate during this process? Is there flexibility in the deadline to handle any setbacks with review times?

There is no permit required from an outside agency. City will grant flexibility, though expectation is that the designer will prioritize this project and provide a timeline and schedule when the design shall start and be completed.

8. Are there public outreach meetings anticipated?

Yes. The designer will coordinate with City staff.

9. Please confirm Keller Park is Mike's Park at City Hall Campus.

<https://www.hPCA.gov/30/Robert-Keller-Park>

10. Will the City accept a Prefabricated Restroom Building vs. Custom Design and Site Built structure?

This may be an option, though the restrooms must be structurally sound and strong to continue and take the daily use from the public.

11. Has the City undertaken CEQA and determined that the project is a (CE) Categorical Exemption?

No. Design engineer/landscape architect, etc. responsible to organize and oversee the completion of this task.

12. Are Community Workshops, Presentations to Commissions and Council required?

Yes. The designer will coordinate with City staff.

13. Is there a geotechnical report available?

No.

The following modifications are hereby made as a part of the contract documents and supersede, replace, and/or amend the provisions included in the original RFP documents as stated above. The following addendum is hereby made a part of the RFP:

Request for Proposal

End of Addendum No. 1

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

By:



Cesar Roldan, Director of Public Works

Date: 12/1/2023

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

Statement of Bidder Acknowledgment

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

Charles Foley, HAI

Contractor Name

Charles Foley

Signature

12-11-23

Date

President

Title



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Professional Fees

Professional fees for services stated are based upon the scope of work and include all costs for general overhead, profit, telephone, clerical, travel and incidental expenses. Fees shall be valid for the life of the contract.

Reimbursement Expenses

All printing, blueprinting, computer plotting, computer scans, photographic reproductions and special overnight deliveries, other than US Postal Service, requested by the City shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates.

HAI

Principal Landscape Architect	\$175
Senior Project Manager	\$115
Designer	\$85
Clerical	\$70
Public Meetings	\$600/ea
Construction Meetings	\$750/ea
Reproduction / Printing	Cost Plus 10%

IDS Group

Principal	\$216
Associate Principal	\$202
Project Manager	\$191
Senior Engineer	\$166
Project Engineer	\$153
Designer	\$139
Draftsman BIM	\$122
Draftsman/ CAD	\$104
Technical Typist	\$64

Blue Peak

Civil Engineer	\$225/hr
Design Engineer	\$190/hr
Drafter	\$90/hr

Survey, Civil and Electrical fees are lump sum

Travel

Authorized travel associated with project design and project meetings, are included within our fees.

Execution

To initiate professional services, Hirsch & Associates Inc. please provide an executed copy of this agreement included with City Agreement.

Keller Park Renovation

Project Design

Description

		Totals
<u>Task 1 - Field Review and Surveys</u>		
Topographic Survey	\$6,250.00	\$6,250.00
Electrical Evaluation	\$3,500.00	\$3,500.00
Designer 100hrs @ \$85	\$8,500.00	\$8,500.00
Project Manager 40hrs @\$115	\$4,600.00	\$4,600.00
Landscape Architect 6hrs @ \$175	\$1,050.00	\$1,050.00
Public Presentation 3 @ \$750	\$2,250.00	\$2,250.00
Total Task 2		\$26,150.00

Task 2,3,4 - Construction Documents

Designer 260hrs @ \$85	\$22,100.00	\$22,100.00
Project Manager 100hrs @\$115	\$11,500.00	\$11,500.00
Landscape Architect 35hrs @ \$175	\$6,125.00	\$6,125.00
Civil Engineering Review	\$8,000.00	\$8,000.00
Electrical Engineering	\$13,000.00	\$13,000.00
Total Tasks 2,3,4		\$60,725.00

Task 5 - Permitting

Landscape Architect 8hrs @ \$175	\$1,400.00	\$1,400.00
Designer 40hrs @ \$85	\$3,400.00	\$3,400.00
Project Manager 100hrs @\$115	\$4,600.00	\$4,600.00
Electrical Engineering	\$3,000.00	\$3,000.00
Total Task 5		\$12,400.00

Grand Total Base Proposal

		\$99,275.00
--	--	-------------

OPTIONAL Task 6 - Bidding

Landscape Architect 8hrs @ \$175	\$1,400.00	\$1,400.00
----------------------------------	------------	------------

OPTIONAL Task 7 - Construction Support

Project Manager 40hr@\$115	\$4,600.00	\$4,600.00
Landscape Architect 16hr@\$175	\$2,800.00	\$2,800.00
Construction Inspection 6@\$750	\$4,500.00	\$4,500.00
Total Task 5		\$11,900.00

Grand Total Base proposal and Optional Services

\$112,575.00

Reimbursable Expenses

Recommended to include funding to cover printing	\$3,000.00
--	------------



CITY OF HUNTINGTON PARK

CIP 2022-04

Playground at Keller Park

Proposal | December 11, 2023



109 W. Union Avenue | Fullerton, CA 92832

(714) 871-3638 | www.migcom.com

In association with:

Crane Architectural Group | BKF Engineers | Converse Consultants | LRA Engineers



TABLE OF CONTENTS

Cover Letter	1
1. Consultant's Background	2
2. Qualifications and Experience	4
3. Project Approach	6
4. Proposed Personnel	8
5. Quality Assurance/Quality Control	11
6. References	12
7. Schedule and Schedule Control	13
8. Appendix	14
9. Fee Schedule/Cost Proposal	17
<i>(delivered in a separate, sealed envelope)</i>	



December 11, 2023

109 W. Union Avenue
Fullerton, CA 92832
(714) 871-3638
www.migcom.com

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

RE: Response to Proposal CIP 2022-04 Playground at Keller Park — Design

Dear Cesar Roldan and Members of the Selection Committee:

Moore Iacofano Goltsman, Inc. (MIG), is pleased to submit this proposal for landscape architectural design services to successfully renovate the playground at Keller Park in Huntington Park. We appreciate the needs that this park has fulfilled for decades in the Civic Center complex. We commend the City for taking the steps to enhance the play area, associated restrooms, picnic facilities, and lighting in the park. Our goals are to provide a **quality park experience** for visitors of all ages and abilities with comfort, safety, and ease of ongoing maintenance for City staff.

In our 42 years, **MIG has designed over \$2 billion worth of public recreation and facility improvements**. We provide places that inspire and engage people of all ages and abilities. Our team's proven expertise and approach, coupled with our design creativity, will result in upgraded park amenities that contribute to the historic character of Keller Park within this prominent civic space.

We have read, understood, and agreed to all the statements in the request for proposal and acknowledge receipt of all addenda/amendments as well as the terms, conditions, and attachments referenced. Our signed acknowledgement page for Addendum 1 is in the Appendix on page 16. MIG has reviewed the City's Standard Professional Service Agreement for the CIP 2022-04 Playground at Keller Park — Design project and has no amendments. For this project, MIG will acquire appropriate general and professional liability coverage levels. The person authorized to bind the firm contractually is Chief Development Officer and Treasurer Chris Beynon.

MIG looks forward to sharing our team's strengths and ideas for enhancing the park experience. During the selection process, if you have any questions or need additional information, please contact Principal Steve Lang at stevel@migcom.com or (714) 600-0817 (cell). Thank you for the opportunity to submit a proposal for this project to enhance your unique and beloved park in the heart of the City of Huntington Park.

Sincerely,

Christopher J. Beynon, AICP
Chief Development Officer & Treasurer

Steve Lang, RLA, ASLA, CPRS
Principal-in-Charge

1. Consultant's Background

About MIG, Inc.

Moore Iacofano Goltsman, Inc. (MIG) improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe that the physical and social environment around us has a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context-driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For over four decades, MIG has worked with public, private, and nonprofit agencies and their constituents worldwide to craft outdoor spaces where people walk, drive, gather, play, explore, work, learn, and live. Our landscape architecture practice integrates natural and built environments to connect people to place, nature, and each other. Existing site features, topography, and history inform our designs as we work with clients and communities to develop a specific program of functions and uses -- creating a powerful sense of place that not only pleases the eye, but also protects ecological and cultural resources and enhances community livability.

We offer a full range of services including site assessment, programming, concept and schematic design, feasibility analysis, irrigation and planting design, construction documentation and administration, and site maintenance manuals. Our approach is cross-generational and universal—allowing all ages and abilities to share in the experience; integrated—considering all aspects of a project from vision to construction to ongoing maintenance; collaborative—partnering with clients and communities to foster ownership and advocacy; and creative—striving for innovation in design, programming, and implementation.

MIG has created places around the world where young people exercise their minds and their bodies in countless adventures. Our work is deeply rooted in the belief that play is an essential human right and that by engaging in regular, meaningful interactions with supportive environments, children will hone the skills and abilities required to become capable, independent adults. To this end, we have continuously researched and documented how appropriate design and programming supports the developmental and educational needs of children and youth.

AREAS OF EXPERTISE

- » Parks and Recreation System Planning
- » Park and Facility Needs Analysis
- » Park Design and Master Planning
- » Children's Play Environments
- » Trails, Natural Areas, and Greenways
- » Demographic and Trends Analysis
- » Maintenance and Operations Analysis
- » Recreation Economics and Cost Recovery Analysis
- » Recreation Programs, Arts, and Community Services
- » Funding Strategies and Sources
- » Community Outreach and Participation
- » Facilitation and Graphic Recording
- » Natural and Cultural Resource Assessments
- » Universal Design and Accessibility
- » Mapping and GIS Analysis

Our Subconsultants

MIG has selected the following subconsultants based on their proven expertise and knowledge and our successful collaboration over the years on many landscape architectural projects.

BKF ENGINEERS

Civil Engineering and Survey

Since 1915, **BKF Engineers (BKF)** has earned a reputation for our ability to successfully plan, design, survey, and implement complex projects. We draw upon and utilize our experience in diligently guiding projects from the initial due diligence and feasibility stages, progressing through project designs and permitting approvals, and concluding with construction and implementation. This proven approach recognizes that developing dynamic projects is informed by focused team collaboration, mitigating physical constraints and potential risks, and balancing design goals with value engineering solutions.

CRANE ARCHITECTURAL GROUP

Architecture

Crane Architectural Group (Crane) is a full-service architectural and planning firm that specializes in Park and Recreation projects. For more than two decades, Richard J. Crane, Jr., AIA, has designed projects that fully and effectively meet the needs of community and governmental agencies. Crane Architectural Group provides design excellence through proven experience aligned with a range of fresh approaches provided by a team of qualified professionals.

LRA ENGINEERS

Electrical Engineering

LRA Engineers (LRA), formerly Consolidated Engineering, provides complete electrical engineering and design services including analysis and cost estimates, field investigations, energy compliance calculations, preparation of specifications, reports, and construction documents. Consolidated Engineering was established in 1985 and LRA Engineers took over in June 2003. LRA is a Small Business Enterprise.

CONVERSE CONSULTANTS

Geotechnical Engineering

Established in 1946, **Converse Consultants (Converse)** provides professional consulting in the fields of geotechnical engineering, engineering geology, groundwater sciences, environmental sciences, and soils and materials testing and inspection. Their professional and technical staff of specialized support personnel are dedicated to developing long-term relationships through responsive and quality service.



2. Qualifications and Experience

The selected relevant project experience provided in the following table demonstrates the **MIG Team's expertise in successfully providing design services** in preparing plans, specifications, and cost estimates for parks, public realm, streetscape, and public facilities with a commitment to context-sensitive, sustainable design and responsiveness to the community.

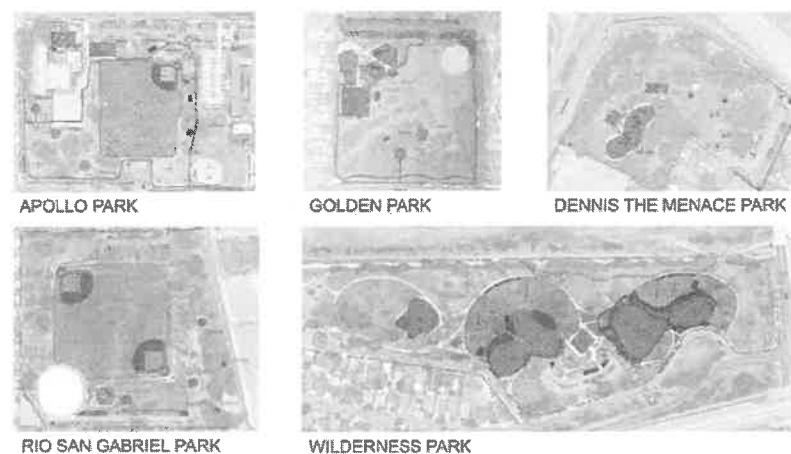
	<i>Landscape Design</i>	<i>Construction Documents and Administration</i>	<i>Park Planning and Design</i>	<i>Streetscape and Public Realm</i>	<i>Entry and Parking Areas</i>	<i>ADA Compliance</i>	<i>Sustainable/Low-Impact Development</i>	<i>Children's Play Environment</i>	<i>Splash Pad</i>	<i>Restrooms</i>	<i>Lighting</i>	<i>Picnic Areas and Benches</i>	<i>Community Outreach</i>
Anaheim Coves, Anaheim	●	●				●	●	●		●	●	●	●
Big League Dreams Sports Parks, Chino Hills, Manteca, Perris, Redding	●	●	●		●	●	●	●	●	●	●	●	●
Cerritos Park East, Cerritos	●	●	●		●	●	●	●	●	●	●	●	●
Compton Creek Natural Park, Compton	●	●	●		●	●	●	●	●	●	●	●	●
Crown Valley Community Park Renovation, Laguna Niguel	●		●		●	●	●	●	●	●	●	●	●
Deer Canyon Park Preserve, Anaheim	●	●			●	●	●	●	●		●	●	●
Downey Parks Renovation, Downey	●	●	●	●	●	●	●	●	●	●	●	●	●
El Dorado Park at Pacoima Wash, Los Angeles County	●	●	●	●	●	●	●	●	●	●	●	●	●
Fresno Figarden Loop Park, Fresno	●	●	●		●	●	●	●	●	●	●	●	●
Gateway Park, El Monte	●	●	●	●	●	●	●	●	●	●	●	●	●
Greenleaf Parkway Parks, Compton	●	●	●		●	●	●	●	●	●	●	●	●
La Quinta Community Park, La Quinta	●	●	●			●				●	●	●	●
Lake Forest Serrano Creek and Pittsford Parks, Lake Forest	●	●	●	●	●	●	●		●	●	●	●	●
Lambert Park Renovation, El Monte	●	●	●			●	●	●	●	●	●	●	●
Liberty Park Renovation, Cerritos	●	●	●		●	●	●	●	●	●	●	●	●
Long Beach Transit Gallery, Long Beach	●	●			●	●	●	●	●	●	●	●	●
Mesa Marin Sports Complex, Bakersfield	●	●	●			●	●	●	●	●	●	●	●
Monte Verde Park, Lakewood	●	●	●			●	●	●	●	●	●	●	●
Paramount Dills Park Renovation, Paramount	●	●	●	●	●	●	●	●	●	●	●	●	●
Ponderosa Park, Anaheim	●	●	●				●	●	●	●	●	●	●
Santa Monica Memorial Park Renovation, Santa Monica	●	●	●	●	●	●	●	●	●	●	●	●	●
Santee Towncenter Community Park, Santee	●	●	●	●	●	●	●	●	●	●	●	●	●
Tustin Veterans Sports Park, Tustin	●	●	●	●	●	●	●	●	●	●	●	●	●
Westlake Village Community Park, Westlake Village	●	●	●	●	●	●	●	●	●	●	●	●	●
Westlake Village Dog Park, Westlake Village	●	●	●				●	●			●	●	●
Westminster 25 Parks Renovations, Westminster	●	●	●	●	●	●	●	●	●	●	●	●	●



Apollo, Dennis the Menace, Golden, and Wilderness Parks Renovation

Downey, California

The citizens of Downey passed a local bond to renovate and upgrade major public facilities in the City, including four popular community parks. MIG was hired to prepare design development plans and construction documents for the landscape, hardscape, irrigation, synthetic sports fields, and building access improvements, as well as construction support services. Wilderness Park included renovation of two existing ponds, significant environmental enhancements, and a bicycle path connecting to the regional bikeway along the adjacent San Gabriel River.



Downey Five Parks Improvements and CEQA Documentation

Downey, California

MIG's team of park planners and landscape architects designed comprehensive improvements and enhancements for five existing parks in the City of Downey, ranging in size from six to 15 acres. Improvements for each park include: new ball field lighting, a new community center, soil excavation/stabilization, new trails, and a major redesign of two ponds that involve jurisdictional waters of the state. As part of this effort, MIG provided the CEQA documentation for each of the five park improvement plans.



Westlake Village Community Park

Westlake Village, California

MIG helped assess and select a site for an approximately 20-acre community sports park and developed a conceptual plan for a hillside park off of Thousand Oaks Boulevard just west of Lindero Canyon Road. The plan provides for a variety of active recreation, including a children's play area, in-ground skate park, perimeter jogging/walking trail, overlay basketball courts in the parking area, and lighted fields for softball/baseball and soccer. The plan also incorporates supporting amenities such as a restroom/concession building, picnic facilities, and a maintenance building and yard.

Each sportsfield was constructed using synthetic turf to lower operational costs and conserve water. Slopes are landscaped with drought-tolerant and native plant species to blend into the adjacent oak woodland foothills.

3. Project Approach

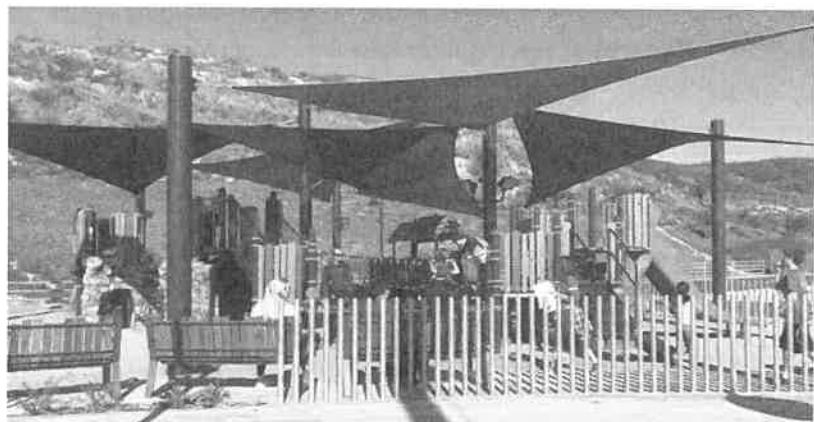
The MIG Team appreciates the value and increasing importance of Keller Park as it continues to be a unique destination and resource in your community. MIG designs parks to provide a welcoming environment for passive and active recreation opportunities for people of all ages and abilities. Our parks attract families. Our parks encourage positive community interaction. MIG's design goal for Keller Park is to seamlessly **blend the new improvements into the existing park's "feel."** The impressive architectural character of the Civic Center and the mature tree canopy throughout the park are assets that we appreciate and will respectfully consider in the enhancement designs. Our approach to creating a safe, comfortable, and engaging venue—where families and the Huntington Park community can come together—will ensure that this beloved park continues to provide various memorable and treasured experiences.

Our design will be rooted in the identified needs and goals stated in the proposal request. MIG is grounded in designing unique play environments that support children and youth's developmental and educational needs. We will incorporate play elements that promote physical activity and motor skill development and provide opportunities for children to interact and enjoy individual play. Our in-house certified playground safety inspectors will have an essential role in designing the new play elements proposed for Keller Park. MIG is nationally recognized in universal design, having played an active role in developing national ADA standards. We will design your play area, pedestrian walks, picnic improvements, and restroom facilities to integrate people with and without disabilities, in compliance with ADA requirements.

We will consider energy efficiency and long-term maintenance demands as key design criteria in our design process. Security lighting will use state-of-the-art LED fixtures for pedestrian-level site lighting. We will design proposed park improvements with high-quality standards and goals of **safety, sustainability, connectivity, opportunities for inter-generational activities, healthy exercise, and positive community interaction.** During the design phase, we will work closely with the City's maintenance staff to garner their knowledge and recommendations to manage this facility efficiently and mitigate ongoing costs. We will provide construction support services as needed to ensure the project's implementation meets the design intent.

MIG favors a highly interactive approach where our project team will work closely with the City of Huntington Park staff as directed. We envision the Playground at Keller Park rehabilitation as a **collaborative effort** to maximize the strengths and resources of all project team members and City staff, resulting in a reinvigorated and beloved community park.

Communication and time management will be key to the successful renovations at Keller Park. Our Project Manager will present and set an agreed-upon timeline based on the project schedule indicated in the RFP. The schedule will indicate the tasks, milestones, deliverable dates, and anticipated review periods throughout the design process. We will continuously and carefully monitor and manage the schedule, adjusting as necessary with the City staff's review and approval to accommodate any meetings and extended review periods that may become necessary. We will





have a **weekly production meeting** to review project schedules, note upcoming deadlines, and fine-tune assignments as required. Continual communication between the City and the MIG Team through the project manager, Oscar Johnson, will keep the project schedule coordinated and everyone informed.

MIG is very familiar with the unique requirements of municipal projects. We will work closely with the Public Works Department to incorporate the Greenbook Standard Specifications for Public Works Construction, City standards, and our technical specs, which will govern the development of Keller Park. The MIG Team understands the importance of complete and thorough bid documents to ensure quality construction from the “low responsive bid” contractors. Our design and construction documents will reflect this attention to detail and the quality of materials and equipment selected.

MIG understands the relationship between the City departments and the approval process. In providing design services for our public clients, the MIG Team understands the City's submittal process and multi-agency review schedules and desires to address plan-check comments promptly. We realize the value of **proactively moving the project forward** to ensure reviewers' continuity and maintain project momentum. We will work closely with Public Works staff to produce park plans that meet the City's expectations.



4. Proposed Personnel

Steve Lang, RLA Principal-in-Charge | MIG

Steve Lang is an award-winning landscape architect who has dedicated his career to creating outdoor environments that offer memorable, positive human connections with each other and with nature. His early artistic talents converged with his love for the spaces beyond building walls to forge a 40-year vocation. Licensed in two states, Steve's work can be found around schools and sports fields, in forests and downtowns, through plazas and parks, and along streets and waterways. Steve has taken hundreds of projects from a concept on paper to a reality on the ground. His creativity, communication skills, and attentive listening elicit ideas and visions that he translates into conceptual studies, master plans, and construction drawings. Through their engagement in Steve's design process, clients and communities understand and embrace project goals and challenges; and ultimately, gain a sense of ownership and pride in the final, physical outcomes—outcomes that can last a lifetime.

EDUCATION

- » BA, Landscape Architecture, UC Berkeley

REGISTRATIONS

- » Landscape Architect: CA #1771, NV #461

SELECTED PROJECT EXPERIENCE

- » Anaheim Coves Phase I and II, Anaheim, CA
- » Anaheim Urban Greening, Anaheim, CA
- » Apollo, Golden, Dennis-the-Menace, and Wilderness Parks Renovation, Downey, CA
- » Cerritos Park East, Cerritos, CA
- » Chino Hills State Park, Chino Hills, CA
- » Claremont Hills Wilderness Park, Claremont, CA
- » Compton Creek Nature Park, Compton, CA
- » Deer Canyon Park Preserve, Anaheim, CA
- » La Quinta Community Park, La Quinta, CA
- » La Verne Sports Park, La Verne, CA
- » Ponderosa Park, Anaheim, CA
- » Tustin Legacy Veterans Sports Park, Tustin, CA
- » Westlake Village Community Park, Westlake Village, CA

Oscar Johnson Project Manager | MIG

Oscar Johnson has always had a passion for drawing and creating, and he's been fulfilling it as a landscape designer and project manager for two decades. From multimillion dollar sports facilities to intimate neighborhood parks, Oscar has designed and managed construction for a variety of public and private projects throughout California. With his meticulous attention to detail and his dedication to longevity, he develops construction details and design specifications that are cost-effective and can be built to last. He is adept in establishing a camaraderie with clients, colleagues, and contractors to shepherd projects from design to ribbon-cutting. Oscar is proactive in reducing risks and applying new technologies and materials to his designs. He describes himself as "a build-a-better-mousetrap type of person," who takes the Big Picture and fills in the fine lines. While his work has benefited people in many communities, Oscar particularly appreciates providing physical, mental, and emotional stimulation to children with disabilities through his projects—enabling them to interact with nature and with others.

EDUCATION

- » BSLA, California State Polytechnic University, Pomona

REGISTRATIONS

- » Landscape Architect: CA #6481

SELECTED PROJECT EXPERIENCE

- » Anaheim Coves Phases 1 and 2, Anaheim, CA
- » Compton Creek Nature Park, Compton, CA
- » Dills Park Renovation/Expansion, Paramount, CA
- » Huntington Beach Pier Plaza and South Beach Renovation, Huntington Beach, CA
- » Firestone Boulevard, Downey, CA
- » Fullerton Parks Renovation – Adlena, Byerrum, and Valencia, Manteca, CA
- » Ponderosa Park, Anaheim, CA
- » Tustin Legacy Veterans Sports Park, Tustin, CA
- » Lambert Park, El Monte, CA
- » Liberty Park Renovation, Cerritos, CA

Holly de la Torre, LEED AP, CPSI
Landscape Designer | MIG

Holly De La Torre's wide interests in landscape architecture, coupled with the breadth of projects she has worked on for over 17 years with MIG, has led her to be a strong member of the design team. She has gained experience in park design ranging from large sports complexes to community and neighborhood parks and recreational trails. She has participated in projects from conceptual design through construction and knows the importance of complete and definitive construction documents and the value of collaboration through the design and construction process.

Holly's interest in improving the larger environment and quality of life has been demonstrated in her successful design of streetscapes, parkways, campuses, and most recently dog parks, where owner's interaction and comfort are as important as the canine activity design. She has also successfully participated in public outreach, recreation facility assessments, and park and recreation master plans.

EDUCATION

- » BSLA, California State Polytechnic University, Pomona

CERTIFICATIONS

- » LEED Accredited Professional
- » Certified Playground Safety Inspector, National Recreation and Park Association

SELECTED PROJECT EXPERIENCE

- » Arnold Cypress Park, Cypress, CA
- » Anaheim Coves, Anaheim, CA
- » Cerritos Park East, Cerritos, CA
- » Compton Greenleaf Parkway, Compton, CA
- » Dick Clark Dog Park Concept Plan, Burbank, CA
- » Fresno Figarden Baseball Complex, Fresno, CA
- » Mesa Marin Sports Park, Bakersfield, CA
- » Perris Valley, Big League Dreams Sports Park, Riverside County, CA
- » Pico Park, Pico Rivera, CA
- » Santee Towncenter Park, Santee, CA
- » Tehachapi Valley Recreation and Parks District Master Plan, Tehachapi Valley, CA

Dino Viale
Irrigation Specialist | MIG

Dino Viale is a detail-oriented, self-motivated professional in the landscape and irrigation industry. He possesses strong design and construction skills bringing planning and construction together seamlessly. Dino has a passion for water conservation and is constantly striving to create irrigation design solutions that seamlessly fit the unique needs of his projects, creating lasting and cost-effective systems that save water.

EDUCATION

- » BS, Landscape Architecture, Polytechnic State University, San Luis Obispo

PROFESSIONAL AFFILIATIONS

- » American Society of Irrigation Consultants (ASIC), Professional Member, Northern CA Chapter

SELECTED PROJECT EXPERIENCE

- » Desiderio Park, Pasadena, CA
- » Del Amo Park, Los Angeles County, CA
- » Gamma Street Mini Park ADA and Playground Improvements, San Diego, CA
- » Lambert Park — Phase 1 and 2, El Monte, CA
- » Olive Grove Community Park ADA and Playground Improvements, San Diego, CA
- » Orion Park, Chula Vista, CA
- » Skyline Hills Community Park ADA and Playground Improvements, San Diego, CA
- » T+C Public Park, San Diego, CA Ventura Community Park, Ventura, CA
- » Villa Monserate Park ADA Improvements, San Diego, CA
- » Wilderness Park, Downey, CA

Bruce Kirby, PE, QSD
Civil Engineer | BKF

Bruce Kirby has been involved in land development site engineering and is a professional engineer that has directed the design of many civic, recreational, healthcare, industrial, institutional, educational, retail, commercial, and residential projects throughout southern California. These projects have included providing such services as preliminary engineering and backbone engineering design for the grading, roadway, storm drain, sewer, and water infrastructure required for several large master-planned community projects.

Davis Thresh, PLS
Surveyor | BKF

Davis Thresh's survey experience spans over 35 years. Throughout his tenure with BKF, he has played a key role in many projects in both the public and private sectors. His responsibility involves project management of all survey projects including scheduling, budget tracking, dispatching, supervision of crews, and coordination of the office and field surveyors. Davis has directly overseen the topographic surveys, construction staking survey, and right-of-way acquisition and mapping for many of the firm's roadway and highway projects.

Richard Crane, Jr., AIA
Architect | Crane Architectural Group

After graduating from Cal Poly Pomona's Architecture Program, Richard Crane worked with Thomas Maurer AIA & Associates. Promoted, in turn, to Project Manager, to Design Administrator, and finally to Vice President, Richard was responsible for all phases of the architectural process, including programming, budgeting, planning, design, construction document preparation, contract administration, and general office management.

When Richard left Thomas Maurer, he joined Belair-Crane Design Group as principal partner. He remained in that position for four years, and was again responsible for all phases of the architectural process.

Today, Richard is the principal of his own firm, Crane Architectural Group, where he provides architectural services for projects ranging from private developments to civic structures designed for public use.

Cirilo C. Regaldo, Jr., PE
Electrical Engineer | LRA

Cirilo "Reg" Regaldo has over 30 years of active practice in electrical engineering design and project management. Cirilo has extensive electrical engineering design experience for projects such as public schools, commercial and industrial buildings, community and senior centers, parks, recreational facilities, and street improvements.

Hashmi Quazi, PhD, PE, GE
Principal Geologist | Converse

Hashmi Quazi, PhD, has over 36 years of experience and 35 with Converse providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget for public buildings, playgrounds, recreation facilities, and other related project types.

Robert Gregorek, PG, CEG
Senior Geologist | Converse

Robert Gregorek has over 44 years of experience and four years with Converse on geologic, environmental, and geotechnical aspects of a variety of transportation, pipeline, storm drain, and other related project types. His experience includes coordination and quality control of observations and testing of bedrock, soils, and materials during grading; geologic field mapping; excavatability/rippability studies; groundwater studies; evaluation of geologic and seismic hazards; review of geologic, environmental, and geotechnical and reports; expert witness for distress evaluations of site conditions; structures; evaluation of settlement potential; and expansive/corrosive characteristics of soils.



5. Quality Assurance/Quality Control

We place a strong emphasis on Quality Assurance/Quality Control (QA/QC) for all our work. Quality deliverables backed up by clear and accurate data are critical to the success of a project. Your credibility with stakeholders and the public depends upon timely, high-quality products. For this project, we will develop and implement a rigorous QA/QC program to ensure the integrity of deliverables.

At the start of the project, we will develop a Quality Management Plan (QMP). The QMP will be applied to each deliverable, addressing known and anticipated project issues and potential concerns, as well as the overall goals for the project. We will distribute the QMP to our subconsultants and brief them on these procedures during initial project meetings so everyone on the MIG Team follows the same policies for review, documentation, and edits.

Our QMP process will include internal reviews and independent qualified technical reviews with procedures to define the following key elements:

- » Roles and Responsibilities
- » QA/QC expectations and procedures
- » Production standards and style guides to provide consistency across the project's deliverables.
- » Retention procedures for review documents via a Documentation Retention Policy as part of the Communications Plan.
- » Procedures for assuring the free flow of information between team members and City of Huntington Park (City) staff, including notification of project changes and issues via project logs such as the Decision Log, Action Log, and Change Log.
- » Independent technical reviews, discipline lead reviews, and project manager reviews of all work products before submission to the City to confirm overall project accuracy and coordination.
- » Maintenance of the project schedule, including QA/QC review intervals and deliverable revision to address QA/QC comments.



- » Procedures for consulting with QA/QC leaders at submittal milestones and during plan development and initiation of complex design calculations.
- » Regular review of the QMP with the project team to identify where refinements can be made to improve the process.

While all staff are held responsible for the quality of their work, we will also utilize QA/QC reviewers. Our QA/QC reviewers will be provided supporting documentation and deliverables for their use in confirming elements are coordinated across disciplines and for constructability review. Once the QA/QC reviewer completes their review, they will meet with team members responsible for preparing the deliverable.

6. References

PONDEROSA PARK RENOVATION, ANAHEIM COVES PHASES 1 & 2, MASTER PLAN, AND CDs

The scope of work included play areas, restrooms, and picnic facilities.

Naomi Gruenthal, ASLA

Associate Project Planner
Community Services Department
City of Anaheim
200 South Anaheim Blvd., Suite 433
Anaheim, CA 92805
(714) 765-4465
ngruenthal@anaheim.net

VETERANS SPORTS PARK AT TUSTIN LEGACY MASTER PLAN AND CDs

The scope of work included play areas, restrooms, security lighting, and picnic facilities.

Chad Clanton

Director of Parks & Recreation
Parks & Recreation Services
City of Tustin
300 Centennial Way
Tustin, CA 92780
(714) 573-3332
Cclanton@tustinca.org

FOUR PARKS RENOVATION (APOLLO, WILDERNESS, GOLDEN, AND DENNIS-THE-MENACE PARKS) MASTER PLAN AND CDs

The scope of work included play areas, restrooms, security lighting, and picnic facilities.

Edwin Norris

Deputy Public Works Director
City of Downey
11111 Brookshire Avenue
Downey, CA 90241
(562) 904-7110
enorris@downeyca.org

WESTLAKE VILLAGE COMMUNITY PARK, MASTER PLAN, AND CDs

The scope of work included play areas, restrooms, security lighting, and picnic facilities.

Roxanne Hughes

City Engineer
City of Westlake Village
31200 Oak Crest Drive
Westlake Village, CA 91361
(805) 890-8885
rhughes@willdan.com

