

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, September 18, 2018

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

Jhonny Pineda
Mayor

Karina Macias
Vice Mayor

Graciela Ortiz
Council Member



Marilyn Sanabria
Council Member

Manuel "Manny" Avila
Council Member

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

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

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

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

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

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

Public Comment

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of 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 Jhonny Pineda
Vice Mayor Karina Macias
Council Member Manuel "Manny" Avila
Council Member Graciela Ortiz
Council Member Marilyn Sanabria

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

"Certificates of Recognition" Presented to Qualifying Industries in Huntington Park that were in compliance with the County Sanitation Districts of Los Angeles County's 2017 Industrial Waste Water Discharge Requirements and Making the "Good Corporate Citizens" list

"Certificate of Recognition" Presented to Jose Luis Iriarte and Marcello Retamosa, Public Works Employees for Their Quick Response in Providing Medical Aide in an Effort to Save a Life

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

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held September 4, 2018.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated September 18, 2018

CITY MANAGER

3. Consideration and Approval of an Award of a Contract to Sarahang Construction, Inc. in Connection with the City's Lead Based Paint Program for Property Located at 6823 Marbrisa Avenue, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, Inc. for an amount of \$56,725 to remediate lead-based paint hazards interventions on a four (4) multi-family unit located at 6823 Marbrisa Avenue (6823, 6823A, 6823B & 6823C); and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

4. Consideration and Approval of an Award of a Contract to Alfredo De La Torre Construction Services in Connection with the City's Lead Based Paint Program for Property Located at 4225 E. 61ST Street, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Alfredo De La Torre Construction Services for an amount of \$11,350 to remediate lead-based paint hazards on a one (1) single-family unit located at 4225 E. 61st Street; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

CONSENT CALENDAR (CONTINUED)

CITY MANAGER (CONTINUED)

- 5. Consideration and Approval of an Award of a Contract to Alfredo De La Torre Construction Services in Connection with the City's Lead Based Paint Program for Property Located at 3536 E. 61ST Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Alfredo De La Torre Construction Services for an amount of \$25,500 to remediate lead-based paint hazards on a two (2) multi-family unit located at 3536 E. 61st Street and Unit A; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

- 6. Consideration and Approval of an Award of a Contract to Sarahang Construction, Inc. in Connection with the City's Lead Based Paint Program for Property Located at 6815 Hood Avenue, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, Inc. for an amount of \$23,750 to remediate lead-based paint hazards interventions on a two (2) multi-family unit located at 6815 & 6815 ½ Hood Avenue; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

- 7. Consideration and Approval of an Award of a Contract to Vision's West, Inc. in Connection with the City's Lead Based Paint Program for Property Located at 6302 Benson Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Vision's West, Inc. for an amount of \$11,415 to remediate lead-based paint hazards on a one (1) single-family unit located at 6302 Benson Street; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

CONSENT CALENDAR (CONTINUED)

PUBLIC WORKS

- 8. Approve Ordinance Modifying Sections of the City of Huntington Park's Municipal Code, Title 7 "Public Works," Adding Chapter 4 "Excavations," Adopting a Five (5) Year Pavement Excavation Moratorium Restricting Utility Cuts of Newly Paved Roadways in the Public Right-of-Way**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive second reading and adopt Ordinance No. 2018-967, modifying Title 7 "Public Works," and adding Chapter 4 "Excavations," of the City of Huntington Park's Municipal Code relating to the adoption of a Five (5) Year Pavement Excavation Moratorium restricting utility cuts of newly paved roadways in the public right-of-way.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

- 9. Consideration and Approval of an Activity in Public Places Permit for the Greater Huntington Park Area Chamber of Commerce's Annual "Sabor de Mexico Lindo" Street Festival (A18-01)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider the approval of an Activity in Public Places Permit request from Chamber of Commerce to conduct the annual "Sabor de Mexico Lindo" Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, October 5-7, 2018.

PARKS AND RECREATION

- 10. Consideration and Approval of Activities in Public Places Permit & Fee Waiver Request for the General Federation of Women's Club (GFWC) of Huntington Park's 6th Annual Domestic Violence and Sexual Assault Conference**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the General Federation of Women's Club of Huntington Park's "Domestic Violence and Sexual Assault Conference", scheduled for October 3, 2018 at the Salt Lake Park Recreation Center; and
2. Approve facility fee waiver request for event.

REGULAR AGENDA (CONTINUED)

POLICE

11. Consideration and Approval for Authorization to Purchase One Police Patrol Motorcycle and Supplementary Equipment for the Traffic Enforcement Unit

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the requisition of funds to purchase one new Police Patrol Motorcycle and associated emergency response equipment for the Traffic Enforcement Unit;
2. Authorize additional budget appropriation of \$40,542.24 from the Forfeiture Fund Account #229-7010-421.74-10; and
3. Authorize Chief of Police to purchase the motorcycle and associated emergency response equipment.

12. Consideration and Approval for Authorization to Purchase One Police Department Patrol Operations Division Police Vehicle and Supplementary Equipment

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the requisition of funds to purchase one new Police Department Patrol Services Division police patrol vehicle from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA., and install aftermarket emergency response equipment;
2. Authorize additional budget appropriation of \$68,024.22 from the Forfeiture Fund, Account #229-7010-421.74-10; and
3. Authorize the Chief of Police to purchase the vehicle and associated equipment.

13. Consideration and Approval for Authorization to Renew Contract Services Agreement with City of Vernon for Inmate Housing Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of agreement with the City of Vernon for Inmate Housing Services; and
2. Authorize City Manager to negotiate and execute agreement.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS

14. Consideration and Approval of the American with Disabilities Act (ADA) Transition Plan in Compliance with Title II

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the ADA Transition Plan in compliance with Title II.

15. Well 17 Repair and Rehabilitation Update

- Presentation ONLY -

16. Consideration and Approval of Purchase Order (PO) for GeoViewer Applications with Nobel

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase order with Nobel for GeoViewer Desktop, GeoViewer Mobile Enterprise and GeoViewer Work Order annual subscriptions; and
2. Authorize City Manager to execute purchase order.

17. Consideration and Approval of Acceptance of Work Performed by Interlog Hym Engineering for the Pacific Boulevard Pedestrian Improvement Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve acceptance of work performed by Interlog HYM Engineering for the construction of the Pacific Boulevard Pedestrian Improvement Project for a total final amount of \$2,722,211;
2. Authorize staff to sign the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the Notice of Completion, if no Stop Notices are filed within the 35-day period.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS

18. Consideration and Selection for an Award of a Contract Services Agreement for Janitorial Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Select a firm for Janitorial Services;
2. Approve Contract Services Agreement relating to Janitorial services;
3. Authorize additional budget appropriation as detailed in the fiscal impact section of this report in the amount of \$50,616 from the General Fund; and
4. Authorize City Manager to negotiate and execute the agreement.

19. Consideration and Approval for an Award of a Contract for Design, Construction Management/Construction Inspection, Labor Compliance and Geotechnical Testing/Field Observation of the Zoe Avenue Trench and Pavement Repair Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Transtech Engineers, to proceed with services in an amount not to exceed of \$90,000; or
2. Authorize Infrastructure Engineers under the currently approved Augmentation Contract, to proceed with services at an estimated fee of \$111,141 to \$137,803 contingent on construction costs.

END OF REGULAR AGENDA

PUBLIC HEARING

CITY MANAGER

20. Adoption of the Fiscal Year (FY) 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt the Fiscal Year 2017-2018 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2018.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Graciela Ortiz

Council Member Marilyn Sanabria

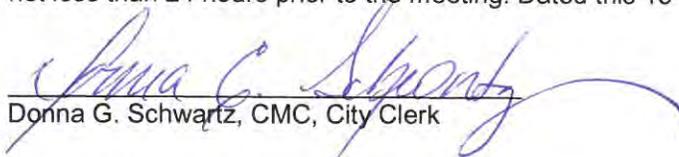
Vice Mayor Karina Macias

Mayor Jhonny Pineda

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, October 2, 2018, at 6:00 P.M.

I Donna G. Schwartz, 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 24 hours prior to the meeting. Dated this 13th day of September 2018.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, September 4, 2018

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:32 p.m. on Tuesday, August 21, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Vice Mayor Karina Macias presiding.

PRESENT: Council Member(s): Graciela Ortiz, Manuel "Manny" Avila, Marilyn Sanabria, and Vice Mayor Karina Macias. ABSENT: Council Member(s): Mayor Jhonny Pineda.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Daniel Hernandez, Director of Public Works; Sergio Infanzon, Director of Community Development; Nita McKay, Director of Finance/Acting Director of Human Resources and Donna G. Schwartz, City Clerk. ABSENT: Cynthia Norzagaray, Director of Parks and Recreation.

INVOCATION

Invocation was led by Pastor Donna Neville, Praise Chapel Huntington Park.

Vice Mayor Macias asked for a moment of silence in honor of Senator John McCain.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Sanabria.

PRESENTATIONS

Chief of Police Cosme Lozano provided a brief bio and Council Presented a "Certificate of Recognition," to Retiree Police Volunteer Nancy Lozano.

Council presented "Certificates of Recognition," National Night Out Sponsors.

Council presented "Certificates of Appreciation," to the Various Participants Who Took Part in the Second Community "Co-Ed Basketball Tournament" held July 21, 2018, at Salt Lake Park.

PUBLIC COMMENT

1. Denise Campos, So Cal Gas representative, read a letter in regards to item 7. Requested to meet with staff and counsel to discuss wording in the ordinance.
2. Noel Pallais, AT&T, representative, noting they provided a letter this morning to Public Works Director regarding item 7 and proceeded to read the letter requesting the ordinance be revised to include recommendations to mandate the use of slurry backfill and reduce the moratorium to 24 months.
3. John Johnston, AT&T, representative, asked to retract his card.

STAFF RESPONSE

City Attorney Arnold Alvarez-Glasman responded to the comments by Ms. Campos and Mr. Pallais regarding regular agenda item 7 stating that the city attorney's office has reviewed the concerned issues and find there is no legal impediments for council to take action on this matter, that there are concerns by the city preserving its streets, there are exceptions allowed in the ordinance, city staff will be willing to work with the utility companies to see if they have additional language and that it has been offered to them at the last meeting, examining the specific franchise agreement with So Cal Gas and have not found anything that would prohibit the city from taking action.

City Manager Reyes announced the revised staff report for item 8 was distributed to Council and copies for the public were available from the city clerk.

CLOSED SESSION

At 6:37 p.m. City Attorney Arnold Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9 (d)(2) and (e)(1)
[One (1) potential case]

At 7:12 p.m. Vice Mayor Macias reconvened to open session with all Council Members present with the exception of Mayor Pineda ABSENT.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced all Council Members recessed into closed session all Council Members present with the exception of Mayor Pineda ABSENT; Council Members were briefed by Special Counsel City Prosecutor on closed session item 1. Item 1.) Council provided direction to City Prosecutor to undertake proceeding with respect to the location, unanimous by Council with exception of Mayor Pineda ABSENT.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve consent calendar with change to item 5 changing authorization for city manager only to sign, seconded by Vice Mayor Macias. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Avila, Sanabria and Vice Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Mayor Pineda

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1. Special City Council Meeting held August 16, 2018; and
 - 1-2. Regular City Council Meeting held August 21, 2018.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated September 4, 2018.

COMMUNITY DEVELOPMENT

3. Received and Filed Letter to Metro Regarding Huntington Parks Comments on Rescoped West Santa Ana Branch Light Rail Corridor Project.

POLICE

4. Waived second reading and Adopt Ordinance No. 2018-966, Amending Title 4 "Public Safety," Chapter 7 "Traffic," Article 15, Of The City of Huntington Park's Municipal Code Relating to Alleys.
5. Authorize renewal of Food Services Agreement between City of Huntington Park and County of Los Angeles for a term of five (5) years, with a 60-day termination clause with or without cause, authorize an appropriation of \$17,000.00 to the Special Revenue Welfare Inmate (Contractual Services) fund, Account #121-7040-421.56-41 and authorized City Manager to execute the agreement.

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

6. Consideration and Approval of Resolution Authorizing to Sign Contracts with the Tax and Revenue Board

City Manager Ricardo Reyes announced the item and introduced Finance Director Nita McKay who presented the staff report.

Motion: Council Member Sanabria moved to adopt Resolution No. 2018-25, Authorizing City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use tax, seconded by Vice Mayor Macias. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Avila, Sanabria and Vice Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Mayor Pineda

PUBLIC WORKS

7. Consideration and Approval of an Ordinance Modifying Sections of the City of Huntington Park's Municipal Code, Title 7 "Public Works," Adding Chapter 4 "Excavations," Adopting a Five (5) Year Pavement Excavation Moratorium Restricting Utility Cuts of Newly Paved Roadways in the Public Right-of-Way

City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez who presented the staff report.

Motion: Council Member Sanabria moved to waive first reading, Vice Mayor Macias directed staff to add additional wording from staff report under "Trench Cut Repair Standards," to ordinance, introduce Ordinance No. 2018-967, modifying Title 7 "Public Works," and adding Chapter 4 "Excavations," of the City of Huntington Park's Municipal Code relating to the adoption of a Five (5) Year Pavement Excavation Moratorium restricting utility cuts of newly paved roadways in the public right-of-way and schedule the second reading and adoption of said ordinance at the next regular city council meeting, seconded by Vice Mayor Macias. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Avila, Sanabria and Vice Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Mayor Pineda

Council Member Ortiz agrees with Vice Mayor Macias adding the additional wording added to the ordinance, feels streets need to be intact and best quality for the residents.

8. Consideration and Approval for Authorization to Purchase a John Deere Gator

City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez who presented the *revised* staff report.

Motion: Council Member Ortiz moved to direct staff to procure the purchase of a gas powered John Deere Gator and approve budget appropriation in an amount not to exceed \$8,500 to account #535-8090-452.74-10, seconded by Council Member Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Avila, Sanabria and Vice Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Mayor Pineda

9. Consideration and Approval of First Amendment to the Consulting Services Agreement with Owen Group, Inc. for Preparation of an American with Disabilities Act (ADA) Transition Plan

City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez who presented the staff report.

Vice Mayor Macias wants to insure the consultant is held responsible to the scope of services and to ensure training is provided for city staff

Motion: Council Member Ortiz moved to approve First Amendment to the Consulting Services Agreement to Prepare an ADA Transition Plan between the City of Huntington Park and the Owen Group, Inc, authorize City Manager to execute agreement, and authorize City Manager to approve budget transfer within fund account, seconded by Council Member Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Avila, Sanabria and Vice Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Mayor Pineda

10. Consideration and Approval of an Award of Contract Services Agreement to Precision Concrete Cutting for Trip Hazard Removal Services

City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez who presented the staff report.

Motion: Council Member Ortiz moved to table the item to next city council meeting and directed staff to add to staff report the not to exceed amounts under recommendations for transparency and to have proposal come out of Measure R funds and if not to find it somewhere else and have info for next meeting, seconded by Council Member Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Avila, Sanabria and Vice Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Mayor Pineda

1. Approve contract services agreement with Precision Concrete Cutting as a sole source provider of trip hazard removal in-lieu of typical City procurement requirements; and
2. Authorize City Manager to execute agreement.

COMMUNITY DEVELOPMENT

11. Continued from the Regular City Council Meeting of August 21, 2018 - Pacific Boulevard Improvement Project Monument and Way Finding Signs

- Discussion and/or Action -

City Manager Ricardo Reyes announced the item and introduced Director of Community Development Sergio Infanzon who presented recommendations and provided options.

Motion: Council Member Ortiz provided a proposal as follows:

- Two "Directory's," one by Star World on the Eastside near Randolph and Pacific Boulevard, and one near 20/20 Restaurant on the Westside of Pacific Boulevard between Saturn and Florence Avenue.

- Four “Monuments,” two on Eastside and two on Westside; one next to Gallo Giro (Eastside) and one near In-n-Out (Eastside) Belgrave and Pacific Boulevard, one on Gage and Pacific Boulevard (Westside), one near Little Trattoria’s by 55th Street and Pacific Boulevard (Westside)

Seconded by Council Member Sanabria. Motion passed to move forward with the proposal by one motion with the exception of Mayor Pineda ABSENT.

Council Member Sanabria would like to schedule a meeting with the Ad Hoc Committee to go over the project.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

What was noted during public comment regarding Item 7, letters from Southern Californian Gas and AT&T representatives.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, nothing to report.

Council Member Graciela Ortiz, thanked everyone for their patience tonight, announced Friday, September 7, 2018, is “Attendance Matters Day” and wished everyone a good night.

Council Member Marilyn Sanabria, thanked everyone and wished all a good night.

Vice Mayor Karina Macias, thanked staff for all their support and announced on Sunday there will be a Mobile Food Pantry at Miles Avenue Elementary School from 10:30 to 11:30 a.m.

Mayor Jhonny Pineda – ABSENT.

ADJOURNMENT

At 7:34 p.m. Vice Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, September 18, 2018, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC
City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-18-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ABRAMOWITZ TAX & LIEN SERVICE	15180/82270	111-0000-399.90-90	PUBLIC RECORDS REFUND	31.96
				\$31.96
AFSCME COUNCIL 36	PPE 09/09/2018	802-0000-217.60-10	AFSCME COUNCIL 36 DUES	677.73
				\$677.73
ALVAREZ-GLASMAN & COLVIN	2018-06-17482	745-9031-413.32-70	3RD PARTY LEGAL JUNE 2018	2,771.00
	2018-06-17483	745-9031-413.32-70	3RD PARTY LEGAL JUNE 2018	1,180.80
	2018-06-17484	745-9031-413.32-70	3RD PARTY LEGAL JUNE 2018	870.50
	2018-06-17485	745-9031-413.32-70	3RD PARTY LEGAL JUNE 2018	200.00
	2018-06-17487	745-9031-413.32-70	3RD PARTY LEGAL JUNE 2018	202.50
	2018-0617486	745-9031-413.32-70	3RD PARTY LEGAL JUNE 2018	3,397.50
				\$8,622.30
AMERICAN FAMILY LIFE ASSURANCE	PPE 09/09/2018	802-0000-217.50-40	CANCER INSURANCE	22.51
				\$22.51
ANA BETANCOURT	69253/69801	111-0000-347.50-00	DEPOSIT REFUND	35.00
				\$35.00
AT&T	8/23/18-9/22/18	111-9010-419.53-10	PW YARD INTERNET SRVCS	64.25
	8/28/18-9/27/18	111-9010-419.53-10	R.PEREZ PARK INTERNET SRVCS	54.25
	9/01/18-9/30/18	111-9010-419.53-10	SALT LAKE PARK INTERNET SRVCS	64.25
				\$182.75
AT&T MOBILITY	X08142018	111-7010-421.53-10	PD WIRELESS MOBILE	3,844.36
				\$3,844.36
BENNETT LANDSCAPE	206905	535-8090-452.61-20	SPRINKLER REPAIR	396.00
	207303	535-8090-452.61-20	SPRINKLER REPAIR	350.00
				\$746.00
BOB BARKER COMPANY INC.	WEB000558906	121-7040-421.56-14	JAIL & INMATE SUPPLIES	1,594.61
				\$1,594.61
BSN SPORTS, LLC	902768208	111-6030-451.61-35	P&R BASEBALL SUPPLIES	444.22
				\$444.22
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 07/29/2018	802-0000-217.30-10	RETIREMENT BENEFIT	34,572.95
	PPE 08/12/2018	802-0000-217.30-10	RETIREMENT BENEFIT	34,890.84
	PPE 07/29/2018	802-0000-218.10-10	RETIREMENT BENEFIT	60,976.64
	PPE 08/12/2018	802-0000-218.10-10	RETIREMENT BENEFIT	61,094.85
				\$191,535.28
CALPERS	15399575	111-9013-413.56-41	MEDICAL BENEFITS SEPT2018	350.43
	15399575	217-9010-413.28-00	MEDICAL BENEFITS SEPT2018	166,391.93
	15399575	217-9010-413.56-41	MEDICAL BENEFITS SEPT2018	396.28
	15399575	802-0000-217.50-10	MEDICAL BENEFITS SEPT2018	152,359.76
				\$319,498.40
CENTRAL FORD	320719	741-8060-431.43-20	WHEEL SENSOR FOR UNIT 903	118.00
	320739	741-8060-431.43-20	FUEL PUMP FOR UNIT 345	397.09
	320891	741-8060-431.43-20	FUEL PUMP FOR UNIT 345	402.09
	321031	741-8060-431.43-20	THERMOSTAT,SEAL UNIT #917	314.48
	321086	741-8060-431.43-20	RELAY AND MOTOR	389.23
				\$1,620.89

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-18-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CHARTER COMMUNICATIONS	514415082018	111-7010-421.53-10	PD INTERNET 8/30-9/29/18	514.85
	0444795082218	111-9010-419.53-10	CITY HALL INTERNET 9/2018	1,999.00
	19175082218	111-9010-419.53-10	CITY HALL CABLE 9/2018	22.28
	389644082118	121-7040-421.56-14	PD TV SRVCS 8/31-9/30/18	228.60
				\$2,764.73
CITY CLERKS ASSOCIATION OF CA	3394	111-1010-411.59-15	CLERK ASSOC WORKSHOP 10/18	200.00
				\$200.00
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 09/09/2018	802-0000-217.30-30	MEDICAL REIMBURSEMENT	732.22
				\$732.22
CITY OF HUNTINGTON PARK GEA	PPE 09/09/2018	802-0000-217.60-10	GEA DUES & PREPAID LEGAL	120.20
				\$120.20
COLONIAL SUPPLEMENTAL INSURANCE	PPE 09/09/2018	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
				\$1,049.12
COUNTY OF L.A. PUBLIC LIBRARY	1/24/18	239-5060-463.56-41	HW HELP SRV10/15-12/31/17	4,305.72
	10/24/17	239-5060-463.56-41	HW HELP SRVC 7/15-9/30/17	4,273.20
	4/19/18	239-5060-463.56-41	HW HELP SRVC 1/31-3/31/18	1,421.08
				\$10,000.00
COUNTY OF LOS ANGELES PUBLIC HEALTH	IN0612300	111-6010-451.56-41	SPLASH PAD LICENSE	88.00
				\$88.00
DAILY JOURNAL CORPORATION	B3159850	111-5010-419.54-00	PLANNING-ZONING ORDINANCE	247.80
				\$247.80
DANIEL HERNANDEZ	8/26/18-8/29/18	111-4010-431.59-15	PW CONFERENCE KANSAS CITY	224.00
				\$224.00
DATA TICKET INC.	91833	111-7065-441.56-41	ANIMAL CITATIONS JULY18	199.50
	92163	111-9010-415.56-15	CITATION PROCESSIN 7/2018	11,100.89
	92163	111-9010-419.53-10	CITATION PROCESSIN 7/2018	597.69
				\$11,898.08
DAY WIRELESS SYSTEMS	466301	111-7010-421.61-20	PD RADIO PROGRAMMING	75.00
				\$75.00
DE LAGE LANDEN	60303228	111-9010-419.44-10	CLERK COPIER LEASE 9/2018	2,080.95
				\$2,080.95
DELTA DENTAL INSURANCE COMPANY	BE002966466	802-0000-217.50-20	DENTAL PREMIUM 9/2018	2,505.81
	BE002969041	802-0000-217.50-20	DENTAL PREMIUM 9/2018	9,179.69
				\$11,685.50
DF POLYGRAPH	2018/6	111-7010-421.56-41	PD POLYGRAPH EXAMINATIONS	175.00
				\$175.00
ELIZABETH VILLANUEVA	69121/69550	111-0000-228.20-00	FACILITY FEE REFUND	114.00
				\$114.00
ESTELA RAMIREZ	69172/69497	111-6060-466.33-20	CONTRACT INSTRUCTOR	145.60
				\$145.60
EXPRESS TRANSPORTATION SERVICES LLC	HPE07312018	111-0000-362.20-15	HP EXPRESS LEASE 7/2018	-5,200.00
	HPE07312018	219-0000-362.20-10	HP EXPRESS BUS LEASE 7/18	-500.00
	HPE07312018	219-0000-395.41-15	HP EXPRESS FUEL	-5,478.44
	HPE07312018	220-0000-340.30-00	HP EXPRESS FARES 7/2018	-4,519.00
	HPE07312018	220-0000-395.41-15	HP EXPRESS FUEL	-5,478.44
	HPE07312018	220-0250-431.56-43	HP EXPRESS JULY2018	75,485.60
	HPE07312018	222-0000-395.41-15	HP EXPRESS FUEL	-5,478.44
				\$48,831.28

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-18-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
F&A FEDERAL CREDIT UNION	PPE 09/09/2018	802-0000-217.60-40	CREDIT UNION DEDUCTION	11,385.50
				\$11,385.50
FAIR HOUSING FOUNDATION	2/8/2018	239-5060-463.56-41	HOUSING COUNSELING 1/2018	999.81
	6/5/2018	239-5060-463.56-41	HOUSING COUNSELING 5/2018	437.14
	7/2/2018	239-5060-463.56-41	HOUSING COUNSELING 6/2018	384.65
				\$1,821.60
FARZAM, JAHNGIR	11125-24764	681-0000-228.70-00	CREDIT BALANCE REFUND	409.34
				\$409.34
FLORES, JOSE	12889-25152	681-0000-228.70-00	CREDIT BALANCE REFUND	125.57
				\$125.57
FOOT LOCKER RETAIL, INC	23199-10580	681-0000-228.70-00	FINAL BILL REFUND	980.98
				\$980.98
GOODIES UNIFORMS	2018-3196	111-7010-421.61-20	PD NEW EMPLOYEE UNIFORMS	34.60
				\$34.60
GRAINGER	9833473177	221-8014-429.61-20	PW-TABLET HOLSTERS	97.47
				\$97.47
HASA, INC.	614177	681-8030-461.41-00	HYPOCHLORITE PURCHASE	177.59
	614179	681-8030-461.41-00	HYPOCHLORITE PURCHASE	194.34
	614180	681-8030-461.41-00	HYPOCHLORITE PURCHASE	321.67
				\$693.60
HAZEL BRICENO	8/14/2018	111-6030-451.33-90	REFEREE SERVICES	81.00
				\$81.00
HECTOR G. MORENO LOREDO	69290/69604	111-6060-466.33-20	CONTRACT INSTRUCTOR	384.00
				\$384.00
HILDA ESTRADA	015	111-1010-411.56-41	TRANSLATION SRVC 7/3/2018	1,050.00
	016	111-1010-411.56-41	TRANSLATION SRVC 7/17/18	1,050.00
				\$2,100.00
HOME DEPOT - PARKS & RECREATION	4094335	111-6060-466.61-20	P&R AFTER SCHOOL SUPPLIES	74.35
				\$74.35
HOME DEPOT U.S.A. INC.	1Q18-2Q18	111-3010-465.56-32	SALES TAX ALLOCATION	89,322.10
				\$89,322.10
HUB CITIES CONSORTIUM	1/18/2018	239-5035-465.56-41	BUSINESS ASSIST PROGRAM	11,866.00
	4/18/2018	239-5035-465.56-41	BUSINESS ASSIST PROGRAM	7,456.46
				\$19,322.46
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 09/09/2018	802-0000-217.60-10	POLICE MGMT ASSOC DUES	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 09/09/2018	802-0000-217.60-10	POLICE OFFCR ASSOC DUES	6,550.07
				\$6,550.07
HUNTINGTON PARK RUBBER STAMP CO.	RGC012713	111-0110-411.61-20	NAME BADGE- A. CORNEJO	19.28
	RGC012712	111-0210-413.61-20	NAME BADGE- R. REYES	19.28
	RGC012668	111-6010-451.56-41	P&R NAME PLATES	78.73
	RGC012781	111-6010-451.56-41	COMMISSIONER NAME PLATE	15.88
	RGC012782	111-7030-421.61-20	PD SELF INKING STAMPS	53.12
				\$186.29

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-18-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INFRAMARK LLC	32864	283-8040-432.56-41	SEWER MAINTENANCE 8/2018	13,663.57
	32864	681-8030-461.56-41	SEWER MAINTENANCE 8/2018	101,648.89
				\$115,312.46
INFRASTRUCTURE ENGINEERS	23379	207-8016-429.73-10	SIGNAL SYNCHRONIZATION	10,175.00
	23379	209-8010-431.73-10	SIGNAL SYNCHRONIZATION	2,713.00
	23381	229-7010-421.56-41	TRAFFIC RADAR SURVEY 8/18	979.20
				\$13,867.20
JEFF WIGHTMAN	8/21-8/23/2018	111-6030-451.33-90	REFEREE SERVICES	135.00
				\$135.00
JERRY'S AUTO BODY, INC.	31158	741-8060-431.43-20	BODY REPAIR TO UNIT 198	1,106.67
	31209	741-8060-431.43-20	REPAINTED UNIT # 273	1,965.53
	31222	741-8060-431.43-20	AUTO BODY REPAIR & PAINT	1,490.22
				\$4,562.42
JESSE CABRERA	8/9/2018	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00
JOEL GORDILLO	8/28/2018	111-1010-411.56-41	VIDEOGRAPHER 7/31-8/21/18	1,650.00
				\$1,650.00
JOSEPH B CAIN	8/9-8/21/2018	111-6030-451.33-90	REFEREE SERVICES	243.00
				\$243.00
KEYSTONE UNIFORM DEPOT	062131	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	1,221.86
	065437	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	1,208.61
				\$2,430.47
KEYSTONE UNIFORMS	700011550	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	234.79
	700012368	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	33.05
	700012450	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	274.45
	700012620	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	18.73
	700015383	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	265.66
	700016038	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	276.68
	700016047	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	276.66
	700016111	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	112.44
	700016121	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	78.24
	700016122	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	363.70
	700016124	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	22.04
	700016173	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	178.75
	700016174	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	8.81
	700016331	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	195.11
	700016432	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	182.99
	700016437	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	624.97
	700016439	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	182.99
				\$3,330.06
LAC+USC MEDICAL CENTER	700011	111-7030-421.56-41	PD MEDICAL SERVICES	1,460.00
	700014	111-7030-421.56-41	PD MEDICAL SERVICES	730.00
				\$2,190.00
LAN WAN ENTERPRISE, INC	61161	111-6010-451.61-20	P&R DIRECTOR LAPTOP	2,256.72
	61075	111-7010-421.56-41	PD SERVER RENEWAL	5,233.26
	61103	111-7010-421.56-41	PD FIREWALL SOFTWARE	3,857.60

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-18-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LAN WAN ENTERPRISE, INC	61104	111-7010-421.56-41	PD SOFTWARE SUBSCRIPTION	7,843.96
	61115	111-7010-421.56-41	PD ETHERNET SWITCHES	1,354.80
	61675	111-7010-421.56-41	IT ANNEX/VERNON MOVE	573.27
	61661	111-7010-421.61-20	PD COMPUTER SCREENS	445.38
	61694	111-7040-421.61-31	PD RECORDS HEADSETS	859.87
	61499	111-9010-419.43-15	IT SERVICES 8/2018	23,500.00
	61743	111-9010-419.43-15	IT SERVICES 9/2018	23,500.00
	61206	111-9010-419.74-10	SERVER MONITORING SYSTEM	5,586.22
	61207	111-9010-419.74-10	IT LABOR MONITORING SYSTM	3,840.00
	61208	111-9010-419.74-10	SERVER RACK PARTS	6,477.34
	61676	221-8014-429.61-20	PW-COMPUTER SOFTWARE	313.42
				\$85,641.84
LENTZ LOCKSMITH SERVICE	12060	111-7010-421.61-20	PD LOCKSMITH SRVCS	415.69
				\$415.69
LIEBERT CASSIDY WHITMORE	HU060-10000	111-0230-413.56-41	MEMBERSHIP 7/1/18-6/30/19	4,265.50
				\$4,265.50
LUIS ALFREDO OCHOA	8/11-8/16/2018	111-6030-451.33-90	REFEREE SERVICES	270.00
				\$270.00
LYNBERG & WATKINS APC	49203	745-9031-413.32-70	3RD PARTY LEGAL 7/2018	1,219.35
				\$1,219.35
MANAGED HEALTH NETWORK	PRM-026182	802-0000-217.50-60	HEALTH PREMIUM AUG2018	1,332.80
	PRM-027565	802-0000-217.50-60	HEALTH PREMIUM SEPT2018	1,294.72
				\$2,627.52
MANUEL PRIETO	69518/69546	111-6060-466.33-20	CONTRACT INSTRUCTOR	152.00
				\$152.00
MARIA CRUZ DIAZ	69411/69799	111-0000-347.50-00	DEPOSIT REFUND	35.00
				\$35.00
MARIA PRECIADO	722041	287-8057-432.61-20	USED OIL EVENT REIMBURSEMENT	212.15
				\$212.15
MARISELA RAMOS	68795/69592	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
MARX BROS FIRE EXTINGUISHER CO INC.	E30533	741-8060-431.43-20	FIRE EXTINGUISHER SERVICE	311.85
				\$311.85
MARY VEGA	69074/69603	111-0000-228.20-00	FACILITY FEE REFUND	114.00
				\$114.00
MUNISERVICES, LLC	INV06-003140	111-3013-415.56-41	UTILITY USR TAX 4/18-6/18	6,377.52
				\$6,377.52
NATION WIDE RETIREMENT SOLUTIONS	PPE 09/09/2018	802-0000-217.40-10	DEFERRED COMP DEDUCTION	16,488.00
				\$16,488.00
NATIONWIDE ENVIRONMENTAL SERVICES	29287	220-8070-431.56-41	BUS SHELTER CLEAN SRVC 5/2018 CPI	580.63
	29353	220-8070-431.56-41	BUS SHELTR CLEANIN 6/2018	16,709.13
	29352	221-8010-431.56-41	SWEEPING SRVCS 6/2018	17,018.77
	29352	222-8010-431.56-41	SWEEPING SRVCS 6/2018	16,325.00
	29352	231-8010-415.56-41	SWEEPING SRVCS 6/2018	7,368.47
				\$58,002.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-18-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
NEW CHEF FASHION INC.	924206	111-7010-421.61-20	PD UNIFORMS	49.26
	924895	111-7010-421.61-20	PD UNIFORMS	109.48
	926800	111-7010-421.61-20	PD UNIFORMS	109.48
				\$268.22
NORA CHAVEZ	67639/69800	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
OK PRINTING DESIGN & DIGITAL PRINT	983	111-0110-411.61-20	COUNCIL BUSINESS CARDS	189.50
				\$189.50
PC & WEB CENTER	15040	111-7030-421.61-20	PD CONSULTING SRVCS	700.00
				\$700.00
PITNEY BOWES	3102401746	111-7040-421.56-41	PD POSTAGE LEAS 6/30-9/29	541.92
	3102398988	111-9010-419.44-10	CITY POSTAGE 6/30-9/29	834.57
				\$1,376.49
PMW ASSOCIATES	10228	111-7010-421.59-20	PD MEDIA RELATIONS CLASS	1,260.00
	10291	111-7010-421.59-20	PD CIVILIAN MGMNT SEMINAR	561.00
				\$1,821.00
PRESS TELEGRAM CLASSIFIED	0000394259	111-3013-415.54-00	PUBLIC HEARING NOTICE	394.14
	0011102611	111-5010-419.54-00	PLANNING PUBLICATION	665.07
	0000394259	535-3010-431.54-00	PUBLIC HEARING NOTICE	197.07
				\$1,256.28
PRO FORCE LAW ENFORCEMENT	351359	225-7120-421.74-10	PD BULLET PROOF VESTS	3,551.63
	351359	233-7010-421.74-10	PD BULLET PROOF VESTS	3,551.64
				\$7,103.27
PRUDENTIAL OVERALL SUPPLY	52166872	111-6010-451.56-41	PARKS MAT CLEANING 9/4	129.02
				\$129.02
R & R INDUSTRIES, INC.	541697	111-8010-431.61-21	PW SAFETY VESTS	968.82
				\$968.82
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0628656-IN	111-6010-451.56-41	PW YARD TRANSMITTERS	284.70
				\$284.70
REGUEIRO, LIZETTE MARIE	22305-5722	681-0000-228.70-00	FINAL BILL REFUND	92.90
				\$92.90
REUBEN PACHECO	8/11/2018	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00
RICOH USA, INC.	5054237365	111-6010-451.56-41	PARKS PRINTER LEASE 8/19-9/18/18	141.48
				\$141.48
RIO HONDO COLLEGE	F18-33-ZHPK	111-7010-421.59-20	PD RECRUIT ACADEMY	1,939.75
				\$1,939.75
SALVADOR ORTEGA	8555	111-8010-431.15-25	BOOT ALLOWANCE	19.16
	2110119/2854	111-8010-431.15-20	TOOL ALLOWANCE	33.86
	8555	111-8020-431.15-25	BOOT ALLOWANCE	19.16
	2110119/2854	111-8020-431.15-20	TOOL ALLOWANCE	33.86
	8555	111-8022-419.15-25	BOOT ALLOWANCE	19.16
	2110119/2854	111-8022-419.15-20	TOOL ALLOWANCE	33.86
	8555	111-8023-451.15-25	BOOT ALLOWANCE	19.16
	2110119/2854	111-8023-451.15-20	TOOL ALLOWANCE	33.86
	8555	111-8024-421.15-25	BOOT ALLOWANCE	19.16
	2110119/2854	111-8024-421.15-20	TOOL ALLOWANCE	33.86

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-18-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SALVADOR ORTEGA	8555	221-8014-429.15-25	BOOT ALLOWANCE	38.32
	2110119/2854	221-8014-429.15-20	TOOL ALLOWANCE	67.72
	8555	535-8016-431.15-25	BOOT ALLOWANCE	19.16
	2110119/2854	535-8016-431.15-20	TOOL ALLOWANCE	33.86
	8555	681-8030-461.15-25	BOOT ALLOWANCE	38.32
	2110119/2854	681-8030-461.15-20	TOOL ALLOWANCE	67.75
				\$530.23
SALVATION ARMY	4/13/2018	239-5210-463.57-85	HOMELESS LOW INCOME SRVCS 1/18-3/18	1,500.00
	7/15/2018	239-5210-463.57-85	HOMELESS LOW INCOME SRVCS 4/18-6/18	1,500.00
				\$3,000.00
SANTA FE BUILDING MAINTENANCE	17189	111-6010-451.56-41	PARKS-CLEANING SRVC 8/3/18	400.00
	17190	111-6010-451.56-41	PARKS-CLEANING SRVC 8/10/18	200.00
	17191	111-6010-451.56-41	PARKS-CLEANING SRVC 8/17/18	400.00
	17110	111-8020-431.56-41	JANITORIAL SRVC 7/2018	1,062.32
	17110	111-8022-419.56-41	JANITORIAL SRVC 7/2018	3,983.30
	17110	111-8023-451.56-41	JANITORIAL SRVC 7/2018	8,410.48
	17110	111-8024-421.56-41	JANITORIAL SRVC 7/2018	5,369.49
				\$19,825.59
SAUL GUARDADO	7/17-8/23/18	111-6030-451.33-90	REFEREE SERVICES	171.00
				\$171.00
SCPLRC	8/1/18-7/31/19	111-0230-413.59-15	HR MEMBERSHIP DUES	150.00
				\$150.00
SMART & FINAL	41340	111-6060-466.61-20	P&R AFTER SCHOOL SUPPLY	125.81
	37072	111-6065-466.61-20	P&R SENIOR PROGRAM SUPPLY	33.72
	36212	111-7010-421.61-20	PD MEETING/EVENT SUPPLY	129.06
	36215	111-7010-421.61-20	PD MEETING/EVENT SUPPLY	4.80
				\$293.39
SO CAL TRIUMPH. INC	11808392	741-8060-431.43-20	PD MOTORCYCLE REPAIRS	1,110.37
				\$1,110.37
SOUTHERN CALIFORNIA EDISON	7/23/18-8/21/18	111-8022-419.62-10	VARIOUS LOCATIONS	1,510.14
	7/26/18-8/24/18	535-8016-431.62-10	VARIOUS LOCATIONS	32.43
				\$1,542.57
STACY MEDICAL CENTER	3160-28288	111-7022-421.56-15	PD MEDICAL SERVICES	635.00
				\$635.00
STANDARD INSURANCE COMPANY	00 378917 0002	802-0000-217.50-70	LIFE INSURANCE	1,852.38
				\$1,852.38
STAR2STAR COMMUNICATIONS LLC	SUBC00001063	111-9010-419.53-10	VOIP SERVICES 7/3-8/2/18	10,992.95
				\$10,992.95
STATE CONTROLLER'S OFFICE	FAUD-00001396	221-8010-431.56-41	ANNUAL STREET REPORT	1,812.92
				\$1,812.92
SUPERIOR COURT OF CALIFORNIA	JULY-18	111-9010-415.56-10	PARKING CITATIONS JULY 18	25,782.75
				\$25,782.75
T2 SYSTEMS CANADA INC.	INVSTD000041884	231-8010-415.56-41	DIGITAL IRIS SRVC 9/2018	2,250.00
				\$2,250.00
TOWN HALL STREAMS	9234	111-1010-411.56-41	COUNCIL ONLINE STREAMING	300.00
				\$300.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-18-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TRIANGLE SPORTS	36890	111-6040-451.61-35	P&R ADULT SPORTS SUPPLIES	225.30
				\$225.30
U.S. BANK	PPE 09/09/2018	802-0000-217.30-20	PARS DEDUCTION	1,758.57
	PPE 09/09/2018	802-0000-217.30-20	PT EMPLOYEE PARS DEDUCT	2,198.00
	PPE 09/09/2018	802-0000-218.10-05	EMPLOYER CONTRIBUTION	14,631.40
				\$18,587.97
ULINE	97784624	111-6065-466.61-20	FREIGHT SENIOR PROG SUPPLY	35.94
	100387595	111-7010-421.61-20	PD SRMET SUPPLIES	39.71
	100387608	111-7040-421.61-33	PD EVIDENCE SUPPLIES	798.57
				\$874.22
UPS	F911X6348	111-7010-421.61-20	PD SHIPPING CHARGES	38.89
				\$38.89
URBAN FUTURES INCORPORATED	CD-2018-113	111-9010-419.56-41	FEES FOR OBLIGATION BONDS	2,150.00
	CD-2018-114	111-9010-419.56-41	FEES FOR REVENUE BONDS	1,850.00
				\$4,000.00
VERIZON WIRELESS	9812923128	111-0110-411.53-10	COUNCIL MOBILE 7/17-8/16/18	308.15
	9812923128	111-0210-413.53-10	CM & ADMIN MOBILE 7/17-8/16/18	163.27
	9812923128	111-6010-419.53-10	P&R MOBILE 7/17-8/16/18	104.85
	9812923128	111-9010-419.53-10	FINANCE DIR MOBILE 7/17-8/16/18	67.63
				\$643.90
VICTOR MELENDEZ	64908/69593	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
VISION SERVICE PLAN-CA	12 147885 0001	802-0000-217.50-30	VISION PREMIUM 9/2018	3,893.40
				\$3,893.40
WELLS FARGO BANK-FIT	PPE 09/09/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	57,448.90
				\$57,448.90
WELLS FARGO BANK-MEDICARE	PPE 09/09/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,308.50
				\$7,308.50
WELLS FARGO BANK-SIT	PPE 09/09/2018	802-0000-217.20-20	STATE TAX DEPOSIT	21,186.04
				\$21,186.04
WESTERN EXTERMINATOR COMPANY	6241561	111-8022-419.56-41	CH EXTERMINATOR 7/2018	49.00
	6241561	111-8023-451.56-41	P&R EXTERMINATOR 7/2018	329.50
	6241561	111-8024-421.56-41	PD EXTERMINATOR 7/2018	50.00
	6241561	535-8090-452.56-60	EXTERMINATOR PACIFIC BLV 7/2018	139.50
				\$568.00
WHITTIER POLICE DEPARTMENT	MAV 001-2018	111-7010-421.56-41	PD EVENT BUS MAINTENANCE	500.00
				\$500.00
YAIID MORENO	8/23/2018	111-6030-451.33-90	REFEREE SERVICES	81.00
				\$81.00
				\$1,276,452.15



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

September 18, 2018

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 AN AWARD OF A CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6823 MARBRISA AVENUE, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, Inc. for an amount of \$56,725 to remediate lead-based paint hazards interventions on a four (4) multi-family unit located at 6823 Marbrisa Avenue (6823, 6823A, 6823B & 6823C); and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6823 MARBRISA AVENUE, HUNTINGTON PARK, CALIFORNIA

September 18, 2018

Page 2 of 3

The owner residing at the multi-family property located at 6823 Marbrisa Avenue (6823, 6823A, 6823B & 6823C) is qualified to participate the program. The City received bids from two (2) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Sarahang Construction, Inc.	\$56,725
Visions West	\$68,145

Based on the bid analysis performed, Sarahang Construction, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work under the Lead Based Paint Program

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas
6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of \$56,725 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6823 MARBRISA AVENUE, HUNTINGTON PARK, CALIFORNIA

September 18, 2018

Page 3 of 3

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT "A"

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
6823 Marbrisa Ave

6823 Marbrisa Ave & Unit A				
ITEM	Visions	Alternative	Sarahang	Alternative
LEAD BPH				
1 Unit 6823 Kitchen & Bathroom-Ceramic Tile	NA		NA	
2 Unit 6823 A Living Room: Interior Door Frame	315		300	
3 Exterior Door Frames and Thresholds	1,260		400	
4 Exterior Window Components (3 Replace)	3,400		4,000	
5 Exterior Wooden Walls	10,350		10,000	
6 Roof Trim (All Sides)	2,900		2,000	
7 Exterior Beams & Ceiling: Porch	190		1,000	
8 Exterior Corner Boards	190		500	
9 Exterior Wooden Vent: West side	360		200	
10 HEPA Clean: floors, window sills, and window wells	850		500	
11 Soil: Bark	1,150		800	
12 Waste Disposal	550		575	
Subtotal	\$ 21,515	\$ -	\$ 20,275	\$ -

6823 Marbrisa Ave: Unit B				
ITEM	Visions	Alternative	Sarahang	Alternative
LEAD BPH				
1 Interior Door Frames: Living Room & Service Porch	315		800	
2 Plaster Walls & Ceilings: Service Porch	1,150		1,000	
3 Ceramic Tile: Bathroom & Kitchen	NA		NA	
4 Exterior Door Frames and Thresholds: Living Room & Service Porch	625		1,000	
5 Exterior Window Components (5 windows)	3,800			3,500
6 Exterior Wooden Walls	6,600		8,000	
7 Roof Trim: All Sides	2,200		2,000	
8 Exterior Wooden Vents	360		500	
9 Exterior Corner Boards	190		500	
10 Exterior Beams: Porch	90		1,000	
11 Dust Wipes	850		500	
12 Waste Disposal	550		575	
Subtotal	\$ 16,730	\$ -	\$ 19,375	

6823 Marbrisa Ave: Unit C				
ITEM	Visions	Alternative	Sarahang	Alternative
LEAD BPH				
1 Interior Window Door Frames: Garage & Laundry Rooms	1,150		800	
2 Exterior Door Frames: Garage & Laundry Rooms	590		700	
3 Roof Trim : East Side (Back of Property)	2,200		1,000	
4 Exterior Beams: Bedroom 3 Entry	190		800	
5 Exterior Window Components: West Side	450		1,000	
6 Garage Doors	1,165		500	
7 HEPA Clean: floors, window sills, and window wells	850		500	
8 Soil: Bark	1,450		800	
9 Waste Disposal	550		575	
Subtotal	\$ 8,595	\$ -	\$ 6,675	\$ -
TOTAL	\$ 46,840		\$ 46,325	

6823 Marbrisa Ave.				
ITEM	Visions	Alternative	Sarahang	Alternative
Healthy Homes				
1 GFCI: Bathroom & Kitchen	550		300	
2 Smoke & Carbon Monoxide Detectors (2)	270		400	
3 Light Fixture Covers: Closet, Bathroom, & Kitchen	270		300	
4 Replace Damaged Window Screens (6 total)	50		200	
5 Kitchen Hood Range	2,750		500	
6 Repair Wall: Living Room	245		300	
7 Strap Existing Water Heater	1,190		500	
8 Exterior Vents (10)	650		800	
Subtotal	\$ 5,975	\$ -	\$ 3,300	\$ -

6823 Marbrisa Ave: Unit A				
ITEM	Visions	Alternative	Sarahang	Alternative
Healthy Homes				
1 GFCI: Bathroom & Kitchen	550		300	
2 Smoke & Carbon Monoxide Detectors (2)	270		300	
3 Light Fixture Covers: Porch, Living Room & Kitchen	270		300	
4 Replace Damaged Window Screens (6 total)	850		200	
5 Kitchen Hood Range	2,750		500	
6 Strap Existing Water Heater	1,190		300	
7 Exterior Vents (10)	650		1,000	
Subtotal	\$ 6,530	\$ -	\$ 2,900	\$ -

6823 Marbrisa Ave: Unit B				
ITEM	Visions	Alternative	Sarahang	Alternative
Healthy Homes				
1 GFCI: Bathroom & Kitchen	550		300	
2 Smoke & Carbon Monoxide Detectors (3)	270		400	
3 Light Fixture Covers: Porch (1), Living Room (1) & Kitchen (2)	270		300	
4 Replace Damaged Window Screens (6 total)	850		200	
5 Kitchen Hood Range	2,750		500	
6 Strap Existing Water Heater	1,190		500	
7 Cover hole at front porch wall to match	245		400	
Subtotal	\$ 6,125	\$ -	\$ 2,600	\$ -

6823 Marbrisa Ave: Unit C				
ITEM	Visions	Alternative	Sarahang	Alternative
Healthy Homes				
1 GFCI: Bathroom & Kitchen	550		400	
2 Replace Outlet Covers: Bathroom & Bedroom	140		150	
3 Bathroom Vent Cover	95		250	
4 Cover Exposed Holes: Hallway Light; Kitchen Vent & Bedroom Ceiling	1,890		800	
Subtotal	\$ 2,675	\$ -	\$ 1,600	\$ -

TOTAL \$21,305 \$10,400

TOTAL \$68,145 \$56,725.00

ATTACHMENT "B"

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 18th day of September, 2018, by and between the City of Huntington Park (hereinafter "City") Laura Hernandez (hereinafter "Owners") and Sarahang Construction, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 897724.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6823 Marbrisa Avenue (6823, 6823A, 6823B, & 6823C), Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract on September 18, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor oat the address set forth in section 28 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or drawings but which is necessary for the proper completion of the work and which is

not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed **Fifty-Six Thousand Seven Hundred Twenty-Five Dollars (\$56,725)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien

released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractors option, at no expense to the Owner.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may

reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Ferrante Insurance Services, Inc. (925) 674-1755

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by

the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit

covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Laura Hernandez
6823 Marbrisa Ave. Unit C
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
Attn: Karim Sarahang
11905 Darlene Ln.
Moorpark, CA 93021

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association (“AAA”) and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.

b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].

c. Any member of or delegate to the Congress of the United States.

d. Any Resident Commissioner.

e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractor's failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Three Day Right to Cancel.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

36. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

Parties have caused this Agreement to be executed as follows:

OWNER(S)

Signature

Date

Name

CONTRACTOR

Signature

Date

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

Ricardo Reyes, City Manager

Date



CITY OF HUNTINGTON PARK

Federal Funding and Grants Division
City Council Agenda Report

September 18, 2018

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 AN AWARD OF A CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 4225 E. 61ST STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Alfredo De La Torre Construction Services for an amount of \$11,350 to remediate lead-based paint hazards on a one (1) single-family unit located at 4225 E. 61st Street; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 4225 E. 61ST STREET, HUNTINGTON PARK, CALIFORNIA

September 18 2018

Page 2 of 3

The owner residing at the single family property located at 4225 E. 61st Street is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
De La Torre	\$11,350
Sarahang Construction, Inc.	\$11,975
Vision's West	\$12,750

Based on the bid analysis performed, Alfredo De La Torre Construction Services, is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work under the Lead Based Paint Program

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas
6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of \$11,350 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 4225 E. 61ST STREET, HUNTINGTON PARK, CALIFORNIA

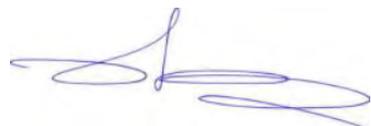
September 18 2018

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT "A"

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

4225 E. 61st St.

4225 E. 61st St.						
ITEM	Visions	Alternative	De La Torre	Alternative	Sarahang	Alternative
LBPH						
1 Interior/Exterior Door Frames and Exterior Threshold		750		450		800
2 Eaves, Rafters and Fascia on All Sides: House & Garage	3,950		7,000		4,000	
3 Roof Supports Beams: Original House	150		650		700	
4 Attic Vents and Lower Vents: Original House	630		250		800	
5 Exterior Door Frame: Basement	950		250		800	
6 All Coener oards Aroud: Garage	390		250		1,000	
7 Wipe interior house	850		500		500	
8 Soil: Bark	2,850		500		800	
9 Waste Disposal	550		300		575	
Subtotal	\$ 10,320	\$ 750	\$ 9,700		\$ 9,175	
TOTAL LEAD	\$ 11,070		\$ 10,150		\$ 9,975	

4225 E. 61st St.		Visions		De La Torre		Sarahang	
Healthy Homes							
1 Smoke & Carbon Monoxide Detectors (3)		295		150.00		500.00	
2 Install Light Cover Fixture		40		50		200	
3 Seal Tub and Faucet		295		100		300	
4 Install New Wood Railing/Handrail: Back Entry Door steps		1,050		900		1,000	
Subtotal	\$ 1,680	\$ -	\$ 1,200	\$ -	\$ 2,000	\$ -	
LEAD & HEALTHY HOMES TOTAL	\$ 12,750		\$ 11,350		\$ 11,975		

ATTACHMENT "B"

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 18th day of September, 2018, by and between the City of Huntington Park (hereinafter "City") Francisco J. Ramos (hereinafter "Owners") and Alfredo De La Torre Construction Services. (hereinafter "Contractor"), bearing California Contractor's License No. 789226.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 4225 E. 61st Street Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract on September 18, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or drawings but which is necessary for the proper completion of the work and which is

not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed **Eleven Thousand Three Hundred Fifty Dollars (\$11,350)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien

released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractor's option, at no expense to the Owner.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may

reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Fairbanks Insurance Brokers, Inc. (949) 595-0284.

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by

the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit

covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Francisco J. Ramos
4225 E. 61st Street
Huntington Park, CA 90255

Contractor: Alfredo De La Torre Construction Services
Attn: Alfredo De La Torre
17827 Santa Ana Ave
Bloomington, CA 92316

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association (“AAA”) and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractor's failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Three Day Right to Cancel.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

36. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

Parties have caused this Agreement to be executed as follows:

OWNER(S)

Signature

Date

Name

CONTRACTOR

Signature

Date

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

Ricardo Reyes, City Manager

Date



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

September 18, 2018

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 AN AWARD OF A CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 3536 E. 61ST STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Alfredo De La Torre Construction Services for an amount of \$25,500 to remediate lead-based paint hazards on a two (2) multi-family unit located at 3536 E. 61st Street and Unit A; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 3536 E. 61ST STREET, HUNTINGTON PARK, CALIFORNIA

September 18 2018

Page 2 of 3

The owner residing at the multi-family property located at 3536 E. 61st Street and Unit A is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
De La Torre	\$25,500
Sarahang Construction, Inc.	\$28,150
Vision's West	\$41,934

Based on the bid analysis performed, Alfredo De La Torre Construction Services, is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work under the Lead Based Paint Program

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas
6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of \$25,500 for this program is included in the FY 2018-2019 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 3536 E. 61ST STREET, HUNTINGTON PARK, CALIFORNIA

September 18 2018

Page 3 of 3

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', is written over a light blue rectangular background.

RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT "A"

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

3536 E. 61st Place

3536 E. 61st Place						
ITEM	Visions	Alternative	De La Torre	Alternative	Sarahang	Alternative
LBPH						
1 Plaster Walls: Dinning Room (North /East Walls)	950		1,200		500	
2 Shelf Support inside Bathroom Cabinet	290		450		200	
3 EzteriorDoor Frames at Entry	295		350		500	
4 Exterior Wooden Walls : All sides	11,464		8,000		10,000	
5 Eaves, Rafters and Fascia on All Sides: House & Garage	2,850		2,800		4,000	
6 Corner Boards on All Sides: House & Garage	580		450		500	
7 Attic Vents: House	720		450		200	
8 Waste Disposal	550		700		575	
Subtotal	\$ 17,699	\$ -	\$ 14,400		\$ 16,475	
TOTAL LEAD						

3536 E. 61st Place		Visions		De La Torre		Sarahang	
Healthy Homes							
1 Smoke & Carbon Monoxide Detectors (4)		95		175.00		600.00	
2 Rain Gutters and Down Spouts		3,850		950		4,000	
3 Replace Broken Glass: Bedroom 1		150		75		300	
Subtotal	\$ 4,095	\$ -	\$ 1,200	\$ -	\$ 4,900	\$ -	

3536 E. 61st Place: Unit A						
ITEM	Visions	Alternative	De La Torre	Alternative	Sarahang	Alternative
LBPH						
1 Exterior Wooden Walls	8,950		5,800		6,000	
2 Exteiro: Eaves, Rafter & Fascia	3,400		1,800		4,000	
3 Exterior Vents	95		250		300	
4 Soil: Bark	2,850		500		800	
5 Waste Disposal	550		350		575	
Subtotal	\$ 15,845	\$ -	\$ 8,700	\$ -	\$ 11,675	\$ -

3536 E. 61st Place: Unit A		Visions		De La Torre		Sarahang	
Healthy Homes							
1 Smoke & Carbon Monoxide Detectors		95		250		600	
2 Rain Gutters and Down Spouts		3,850		550		4,000	
3 GFCI (2)		350		400		400	
Subtotal	\$ 4,295	\$ -	\$ 1,200	\$ -	\$ 5,000	\$ -	

LEAD & HEALTHY HOMES TOTAL		\$ 41,934		\$ 25,500		\$ 38,050	
---------------------------------------	--	------------------	--	------------------	--	------------------	--

Lead Only	\$33,544	\$23,100	\$28,150
Healthy Homes Only	\$8,390	\$2,400	\$9,900

ATTACHMENT "B"

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 18th day of September, 2018, by and between the City of Huntington Park (hereinafter "City") Blanca Verdin, Maria Delgado, and Juan Jose Arambula (hereinafter "Owners") and Alfredo De La Torre Construction Services. (hereinafter "Contractor"), bearing California Contractor's License No. 789226.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 3536 E. 61st Place and Unit A Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract on September 18, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or

drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed **Twenty-Five Thousand Five Hundred Dollars (\$25,500)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor

that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractors option, at no expense to the Owner.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed (“Notice to Proceed”) and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term “substantial completion” as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Inspection. The City of Huntington Park and their designees (“City”) shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the

amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Fairbanks Insurance Brokers, Inc. (949) 595-0284.

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work

have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Blanca Verdin, Maria Delgado & Juan Jose
Arambula
3536 E. 61st Place
Huntington Park, CA 90255

Contractor: Alfredo De La Torre Construction Services
Attn: Alfredo De La Torre
17827 Santa Ana Ave
Bloomington, CA 92316

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association (“AAA”) and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractor's failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Three Day Right to Cancel.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

36. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.



CITY OF HUNTINGTON PARK

Federal Funding and Grants Division
City Council Agenda Report

September 18, 2018

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 AN AWARD OF A CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6815 HOOD AVENUE, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, Inc. for an amount of \$23,750 to remediate lead-based paint hazards interventions on a two (2) multi-family unit located at 6815 & 6815 ½ Hood Avenue; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6815 HOOD AVENUE, HUNTINGTON PARK, CALIFORNIA

September 18, 2018

Page 2 of 3

The owner residing at the multi-family property located at 6815 & 6815 ½ Hood Avenue is qualified to participate the program. The City received bids from two (2) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Sarahang Construction, Inc.	\$23,750
Vision's West	\$33,695

Based on the bid analysis performed, Sarahang Construction, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work under the Lead Based Paint Program

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas
6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of \$23,750 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6815 HOOD AVENUE, HUNTINGTON PARK, CALIFORNIA

September 18, 2018

Page 3 of 3

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT "A"

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6815 Hood Ave

6815 Hood Ave. (Front Unit)				
ITEM	Visions	Alternative	Sarahang	Alternative
LBPH				
1 Interior Window Components Bedroom 1 (Replace 2 front windows)	945			1,000
2 Interior Window Components Bathroom, Bed 2, Kitchen & Laundry Rooms	945		2,000	
3 Interior Closet Door Frame Bedroom 1	295		400	
4 Interior Closet Shelf Supports Bedroom 1	95		200	
5 Interior Cabinet Components Bathroom & Kitchen	1,880		500	
6 Plaster Walls & Ceilings in Bedroom 1, Bathroom, Kitchen and Laundry Rooms	3,950		3,000	
7 Baseboards Bedroom 1, Kitchen and Laundry Rooms	450		1,000	
8 Interior Door Frames Kitchen & Laundry Rooms	630		1,000	
9 Interior & Exterior Milk Door (Laundry Room)	145		300	
10 Interior Heater Vent	NA		NA	
11 Ceramic Tile Bath & Kitchen	NA		NA	
12 Exterior Door Frame at Entry	495		300	
13 Exterior Window Components	4,230		1,500	
14 HEPA Clean: floors, window sills, and window wells	850		500	
15 Waste Disposal	550		575	
Subtotal	\$ 15,460	\$ -	\$ 11,275	\$ 1,000
TOTAL LEAD	\$ 15,460		\$ 12,275	

6815 Hood Ave. (Front Unit)				
ITEM	Visions	Alternative	Sarahang	Alternative
Healthy Homes				
1 Smoke & Carbon Monoxide Detectors (4)	190		400	
2 Install Light Cover Fixtures: Porch; Hallway; and Laundry Rooms	225		200	
3 Kitchen Hood Range	2,750		500	
Subtotal	\$ 3,165	\$ -	\$ 1,100	\$ -

6815 1/2 Hood Ave. (Back Unit)				
ITEM	Visions	Alternative	Sarahang	Alternative
LBPH				
1 Cabinet Doors - Kitchen	950		500	
2 Plaster Walls & Ceilings: Kitchen, Service Porch & Bathroom	3,690		2,000	
3 Interior Window Sash: Service Porch	150		800	
4 Interior Window Frame: Bedroom Closet Porch	315		3,000	
5 Ceramic Tile: Kitchen, Service Porch & Bathroom	NA		NA	
6 Exterior Window Components	4,950		2,000	
7 Waste Disposal	550		575	
Subtotal	\$ 10,605	\$ -	\$ 8,875	\$ -

6815 1/2 Hood Ave. (Back Unit)				
ITEM	Visions	Alternative	Sarahang	Alternative
Healthy Homes				
1 Smoke & Carbon Monoxide Detectors (2)	190		300	
2 Install Light Cover Fixtures: Porch; Hallway; and Laundry Rooms	225		200	
3 Kitchen Hood Range	2,750		500	
4 Seal Tub and Faucet: Bathroom	1,050		200	
5 Patch Hole at Front wall	250		300	
Subtotal	\$ 4,465	\$ -	\$ 1,500	\$ -
LEAD & HEALTHY HOMES TOTAL	\$ 33,695		\$ 23,750	

ATTACHMENT "B"

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 18th day of September, 2018, by and between the City of Huntington Park (hereinafter "City") Angie Sanchez and Marlene Acosta (hereinafter "Owners") and Sarahang Construction, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 897724.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6815 & 6515 1/2 Hood Avenue Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract on September 18, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor oat the address set forth in section 28 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or drawings but which is necessary for the proper completion of the work and which is

not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed **Twenty-Three Thousand Seven Hundred Fifty Dollars (\$23,750)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien

released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractor's option, at no expense to the Owner.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may

reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Ferrante Insurance Services, Inc. (925) 674-1755

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by

the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit

covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Angie Sanchez & Marlene Acosta
6815 Hood Avenue
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
Attn: Karim Sarahang
11905 Darlene Ln.
Moorpark, CA 93021

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association (“AAA”) and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractor's failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Three Day Right to Cancel.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

36. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

Parties have caused this Agreement to be executed as follows:

OWNER(S)

Signature

Date

Name

Signature

Date

Name

CONTRACTOR

Signature

Date

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

Ricardo Reyes, City Manager

Date



CITY OF HUNTINGTON PARK

Federal Funding and Grants Division
City Council Agenda Report

September 18, 2018

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 AN AWARD OF A CONTRACT TO VISION'S WEST, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6302 BENSON STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Vision's West, Inc. for an amount of \$11,415 to remediate lead-based paint hazards on a one (1) single-family unit located at 6302 Benson Street; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO VISION'S WEST, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6302 BENSON STREET, HUNTINGTON PARK, CALIFORNIA

September 18, 2018

Page 2 of 3

The owner residing at the single family property located at 6302 Benson Street is qualified to participate the program. The City received bids from two (2) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Vision's West, Inc.	\$11,415
De La Torre	\$15,100

Based on the bid analysis performed, Vision's West, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work under the Lead Based Paint Program

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Window replacement that tests positive for lead based paint
5. Paint/color match interior and exterior treated areas

FISCAL IMPACT/FINANCING

The funding of \$11,415 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO VISION'S WEST, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6302 BENSON STREET, HUNTINGTON PARK, CALIFORNIA

September 18, 2018

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT "A"

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6302 Benson St.

6302 Benson St.				
ITEM	Vision's	Alternative	De La Torre	Alternative
<u>LBPH</u>				
1 Exterior Eaves and Rafters (Under Soffit enclosures)	6,970		12,000	
2 Exterior Wooden Walls:	NA		NA	
3 Waste Disposal	550		350	
Subtotal	\$ 7,520	\$ -	\$ 12,350	
TOTAL LEAD				

6302 Benson St.				
	Visions		De La Torre	
<u>Healthy Homes</u>				
1 Smoke & Carbon Monoxide Detectors (2)	95		250.00	
2 Attic Insulation: Blanquette	3,800		2,500.00	
Subtotal	\$ 3,895	\$ -	\$ 2,750	\$ -
LEAD & HEALTHY HOMES TOTAL		\$ 11,415	\$ 15,100	

ATTACHMENT "B"

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 18th day of September, 2018, by and between the City of Huntington Park (hereinafter "City") Gerardo Ceja (hereinafter "Owner") and Vision's West, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 812067.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6302 Benson Street, Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract on September 18, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or drawings but which is necessary for the proper completion of the work and which is

not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed **Eleven Thousand Four Hundred Fifteen Dollars (\$11,415)**.

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien

released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractor's option, at no expense to the Owner.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may

reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Easterly Surety & Ins. Services, Inc. (925) 977-9220

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by

the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit

covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Gerardo Ceja
6302 Benson Street
Huntington Park, CA 90255

Contractor: Vision's West, Inc
Attn: Brett L. Earleywine
26025 Newport Rd. Ste. A #220
Manifee, CA 92584

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association ("AAA") and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.

b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].

c. Any member of or delegate to the Congress of the United States.

d. Any Resident Commissioner.

e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractor's failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Three Day Right to Cancel.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

36. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

Parties have caused this Agreement to be executed as follows:

OWNER

Signature

Date

Name

CONTRACTOR

Signature

Date

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

Ricardo Reyes, City Manager

Date

1 **WHEREAS**, the City Council seeks to: (i) protect the City's investment in its
2 Capital Improvement Program; (ii) prevent harm to City streets; (iii) regulate so that
3 utility companies have a reason to plan and coordinate their street excavations; and
4 thereby (iv) protect the public health, safety and welfare.

5 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,
6 CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:**

7 **SECTION 1.** Incorporation of Recitals. The City Council hereby finds and
8 determines that the recitals above are true and correct and are hereby incorporated
9 into this ordinance as though fully set forth herein.

10 **SECTION 2.** Title 7 "Public Works," Chapter 4 "Excavations," of the City of
11 Huntington Park's Municipal Code is hereby added and shall read as follows:

12 **Restriction on Excavations.**

13 A. Prohibition. No excavation and no cutting shall be permitted in any public
14 right-of-way for five years after completion of surface paving or repaving.

15 B. Exceptions. The Public Works Director or City Engineer may in its
16 discretion grant exceptions to the prohibition of this Section under the following
17 circumstances. In granting exceptions, the Public Works Director or City Engineer may
18 lengthen and enlarge the required area of restoration up to the full-width of the
19 roadway, and impose other reasonable conditions as it deems appropriate to protect
20 the public interest.

21 (1) Emergency that threatens life or serious property damage.

22 (2) Work that is mandated by a federal, state, or county agency.

23 (3) No other reasonable means of providing service exists.

24 (4) Other situation deemed to be in the public interest.

25 C. The City Engineer shall develop and maintain a Master Pavement List and
26 make it available at the Engineering Division public counter and the City Clerk's Office.
27 The Master Pavement List shall identify those segments of public right-of-way that are
28 subject to the prohibition of this Ordinance and the corresponding starting and ending
dates of the prohibition.

 D. Rules and procedures. The City Engineer may promulgate pavement
restoration guidelines and other rules and procedures that are consistent with this
Chapter.

SECTION 3. Any provision of the City of Huntington Park's Municipal Code
or appendix thereto inconsistent with the provisions of this Ordinance, to the extent of
such inconsistency and no further, is hereby repealed or modified to that extent
necessary to effect the provisions of this Ordinance.

SECTION 4. CEQA. This Ordinance is exempt from the California
Environmental Quality Act ("CEQA") based on the following:

 A. Under CEQA Guidelines Section 15061(b)(3), CEQA review is not required
because there is no possibility that this Ordinance may have a significant effect upon
the environment.

1 B. Under CEQA Guidelines Section 15378, the proposed amendment is not
2 a project under CEQA because it will not cause a direct physical change in the
3 environment, or a reasonably foreseeable indirect physical change in the environment,
because it is limiting in nature and does not authorize any specific development
activity or promote new construction.

4 C. Any potential indirect physical change in the environment is speculative
5 and not reasonably foreseeable.

6 **SECTION 5. Severability.** If any section, subsection, subdivision,
7 paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any
8 reason held to be invalid or unconstitutional by a decision of any court of competent
9 jurisdiction, such decision shall not affect the validity of the remaining portions of this
10 Ordinance or any part thereof. The City Council hereby declares that it would have
11 passed each section, subsection, subdivision, paragraph, sentence, clause or phrase
12 thereof, irrespective of the fact that any one or more section, subsection, subdivision,
13 paragraph, sentence, clause or phrase would be subsequently declared invalid or
unconstitutional.

14 **SECTION 6.** The City Clerk shall attest to the adoption of this ordinance
15 and shall cause the same to be published in a newspaper of general circulation within
16 15 days after its passage in accordance with Government Code section 36933. This
17 ordinance shall take effect 30 days after its passage pursuant to Government Code
18 section 36937.

19 **PASSED, APPROVED, AND ADOPTED** on this ____ day of _____, 2018.

20 _____
21 Jhonny Pineda, Mayor

22 **ATTEST:**

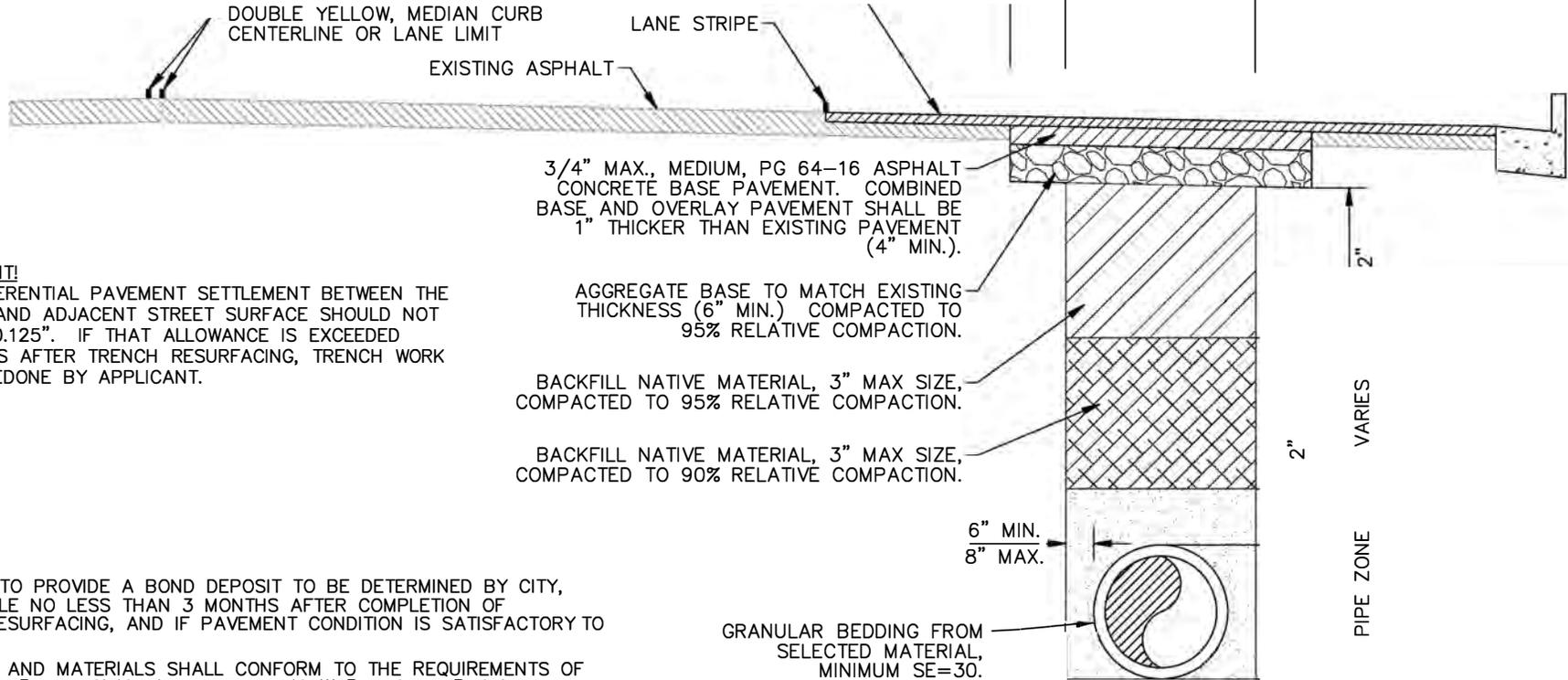
23 _____
24 Donna Schwartz, CMC,
25 City Clerk

26 **APPROVED AS TO FORM:**

27 _____
28 Arnold Alvarez-Glasman, City Attorney

EXHIBIT A

PERMITEE SHALL PERFORM 2" GRIND AND OVERLAY WITH 1/2" MAX., MEDIUM, PG 64-16 ASPHALT CONCRETE PAVEMENT. OVERLAY LIMITS SHALL EXTEND FROM EDGE OF PAVEMENT TO LANE LINE OR LANE LINE TO LANE LINE FOR ALL IMPACTED TRAFFIC LANES. GRIND AND OVERLAY WORK SHALL BE DONE 2 WEEKS AFTER BASE PAVEMENT IS INSTALLED.



IMPORTANT!

THE DIFFERENTIAL PAVEMENT SETTLEMENT BETWEEN THE TRENCH AND ADJACENT STREET SURFACE SHOULD NOT EXCEED 0.125". IF THAT ALLOWANCE IS EXCEEDED 3 MONTHS AFTER TRENCH RESURFACING, TRENCH WORK TO BE REDONE BY APPLICANT.

AGGREGATE BASE TO MATCH EXISTING THICKNESS (6" MIN.) COMPACTED TO 95% RELATIVE COMPACTION.

BACKFILL NATIVE MATERIAL, 3" MAX SIZE, COMPACTED TO 95% RELATIVE COMPACTION.

BACKFILL NATIVE MATERIAL, 3" MAX SIZE, COMPACTED TO 90% RELATIVE COMPACTION.

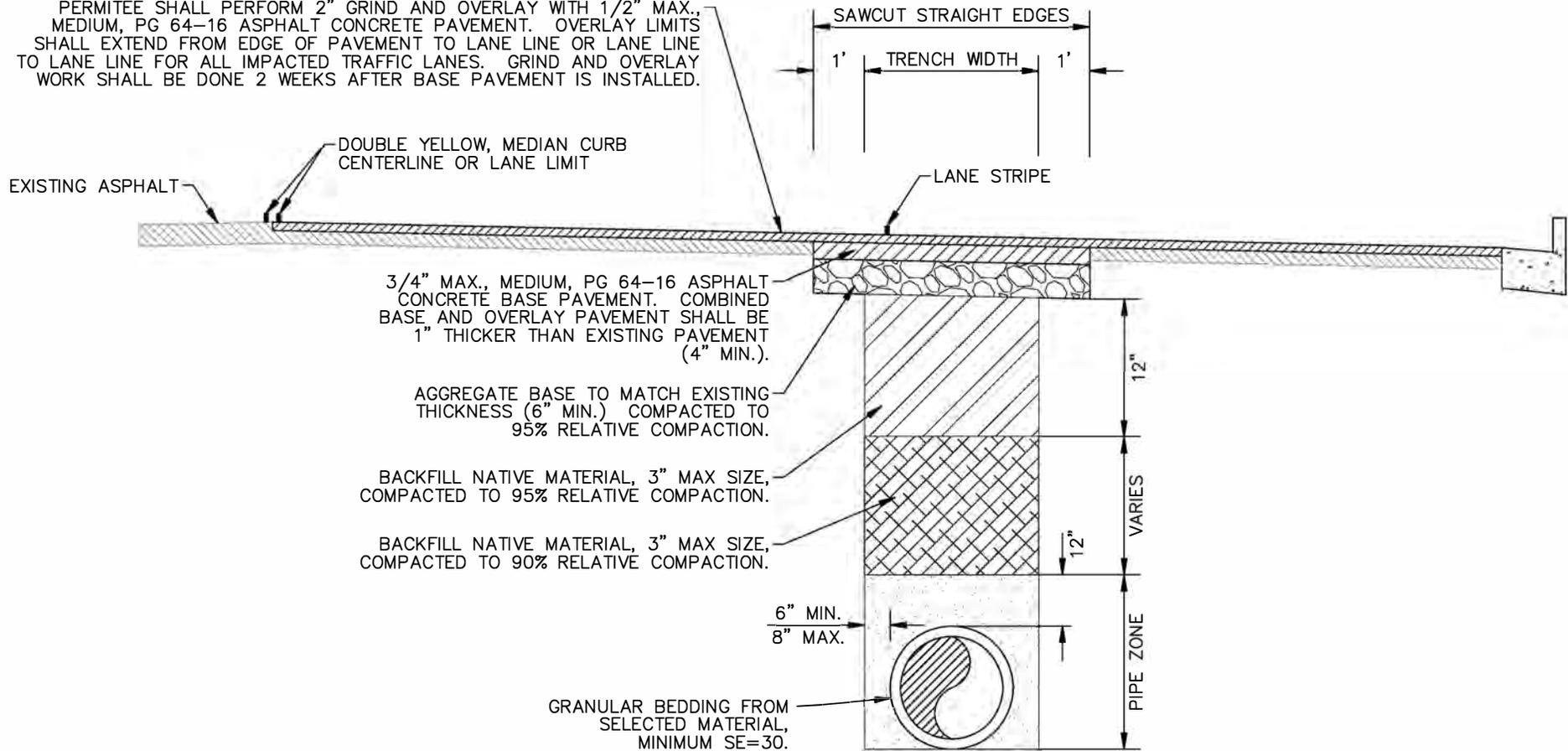
NOTES:

1. PERMITEE TO PROVIDE A BOND DEPOSIT TO BE DETERMINED BY CITY, REFUNDABLE NO LESS THAN 3 MONTHS AFTER COMPLETION OF TRENCH RESURFACING, AND IF PAVEMENT CONDITION IS SATISFACTORY TO CITY.
2. ALL WORK AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
3. NO TEMPORARY PAVEMENT SHALL BE PLACED. PERMANENT PAVEMENT SHALL BE PLACED IMMEDIATELY UPON COMPLETION OF BACKFILL AND COMPACTION.
4. A.C. OR P.C.C. PAVEMENT LESS THAN 5 YEARS OLD SHALL NOT BE CUT, EXCEPT FOR EMERGENCY REPAIRS.
5. REPLACED CONCRETE SHALL BE FINISHED TO THE SAME SURFACE TEXTURE AS THAT OF THE ADJACENT EXISTING CONCRETE.
6. APPLICANT MUST REMOVE ALL MARKINGS BY UNDERGROUND SERVICE ALERT REGARDLESS OF WHO PAINTED THE MARKINGS.
7. NO RECYCLED MATERIAL ALLOWED IN AC PAVEMENT.
8. FOR P.C.C. PAVEMENT, NEW CONCRETE SECTION TO BE CONNECTED TO EXISTING CONCRETE THROUGH DOWELS AND SHALL MATCH EXISTING PAVEMENT THICKNESS, AND SHALL HAVE WIRE MESH (SEE GREENBOOK SPECIFICATIONS).
9. ALL REQUIREMENTS APPLY UNLESS WAIVED IN WRITING BY THE CITY.
10. ALL BITUMINOUS MATERIALS DEPOSITED OVER EXISTING PAVEMENT STRIPING MUST BE CLEANED. ALL EXISTING STRIPING AND PAVEMENT MARKINGS TO BE REPAINTED ON STREETS WHERE TRENCH CONSTRUCTION TAKES PLACE.

*SEE SHEET 2 FOR TRENCH IMPACTING MULTIPLE LANES.

ST-11B	
CITY OF HUNTINGTON PARK	
TRENCH RESURFACING DETAIL SINGLE LANE	
Bruno Callu, P.E.	4/10/18
City Engineer	Date

PERMITEE SHALL PERFORM 2" GRIND AND OVERLAY WITH 1/2" MAX., MEDIUM, PG 64-16 ASPHALT CONCRETE PAVEMENT. OVERLAY LIMITS SHALL EXTEND FROM EDGE OF PAVEMENT TO LANE LINE OR LANE LINE TO LANE LINE FOR ALL IMPACTED TRAFFIC LANES. GRIND AND OVERLAY WORK SHALL BE DONE 2 WEEKS AFTER BASE PAVEMENT IS INSTALLED.



3/4" MAX., MEDIUM, PG 64-16 ASPHALT CONCRETE BASE PAVEMENT. COMBINED BASE AND OVERLAY PAVEMENT SHALL BE 1" THICKER THAN EXISTING PAVEMENT (4" MIN.).

AGGREGATE BASE TO MATCH EXISTING THICKNESS (6" MIN.) COMPACTED TO 95% RELATIVE COMPACTION.

BACKFILL NATIVE MATERIAL, 3" MAX SIZE, COMPACTED TO 95% RELATIVE COMPACTION.

BACKFILL NATIVE MATERIAL, 3" MAX SIZE, COMPACTED TO 90% RELATIVE COMPACTION.

GRANULAR BEDDING FROM SELECTED MATERIAL, MINIMUM SE=30.

ST-11B	
CITY OF HUNTINGTON PARK	
TRENCH RESURFACING DETAIL MULTIPLE LANES	
Bruno Callu, P.E. City Engineer	4/10/18 Date



CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report

September 18, 2018

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 AN ACTIVITY IN PUBLIC PLACES PERMIT FOR THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE'S ANNUAL "SABOR DE MEXICO LINDO" STREET FESTIVAL (A18-01)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider the approval of an Activity in Public Places Permit request from Chamber of Commerce to conduct the annual "Sabor de Mexico Lindo" Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, October 5-7, 2018.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to Huntington Park Municipal Code 5-13.02 City Council approval of an Activity in Public Places Permit (Permit) is required when the request proposes to utilize public property. The Greater Huntington Park Area Chamber of Commerce is requesting the street closure of Pacific Boulevard, between Florence Avenue and Randolph Street, on October 5 through 7, 2018 for the annual "Sabor de Mexico Lindo" street festival.

FISCAL IMPACT/FINANCING

The Greater Huntington Park Area Chamber of Commerce (Chamber of Commerce) is responsible for costs incurred by the City related to the street festival. City staff has reviewed the estimated departmental costs with the Chamber prior to the event. The Total Actual Cost will be determined by the City Finance Department after the conclusion of the event. The applicant will pay the entirety of the invoice within 30 days of receiving the invoice.

For this year's event, City staff has reviewed the application and is able to provide the following cost estimates:

Police Department	\$28,224.00
Public Works Department	\$5,477.84
Building Division	\$1,922.88
<u>Loss of Parking Meter Revenue</u>	<u>\$9,980.00</u>
Total Estimated Cost to City	\$45,604.72

CONSIDERATION AND APPROVAL OF AN ACTIVITY IN PUBLIC PLACES PERMIT FOR THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE'S ANNUAL "SABOR DE MEXICO LINDO" STREET FESTIVAL (A18-01)

September 18, 2018

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This year, the street festival will take place on Friday, October 5, 2018 from 5:00 p.m. to 11:00 p.m.; Saturday, October 6, 2018 from 11:00 a.m. to 11:00 p.m.; and Sunday, October 7, 2018 from 11:00 a.m. to 10:30 p.m.

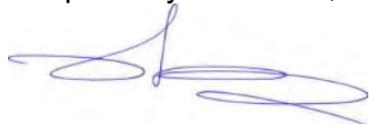
Per the Huntington Park Municipal Code, Section 5-13 (Activities in Public Places), the request to use the public street requires City Council approval. The Police Department, Public Works Department, Engineering Division, Building and Safety Division, Finance Department, Community Development Department and the Office of the City Clerk have reviewed the application to ensure compliance with all applicable federal, state and local regulations.

In addition, as part of the application process, when an event is requested to take place on a street, alley, or if other interruptions of street or sidewalk areas are anticipated, the applicants are required to obtain written consent of at least seventy percent (70%) of the businesses, individuals, or parties impacted by the event. The Chamber has submitted signatures identifying 70.5% (attachment C).

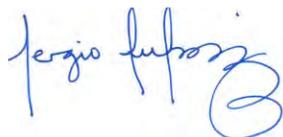
CONCLUSION

If the City Council approves the Activity in Public Places Permit for the Chamber of Commerce's 2018 "Sabor de Mexico Lindo" street festival, City staff will meet with the Chamber of Commerce concerning the specifics of the event, including costs and areas of coordination.

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Community Development Director

ATTACHMENT(S)

- A. Activity in Public Places Permit Application/Street Festival Layout
- B. Departmental/Agency Cost Estimates
- C. Signed Petitions of Supporting Businesses

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@hpca.gov

**ACTIVITY IN PUBLIC PLACES
PERMIT APPLICATION**

FILING FEE: Minor Events: \$255.00 plus \$10.00 per day;
Non-Profits - \$95.00 plus \$10.00 per day.
Major Events: \$1,640.00 plus \$10.00 per day;
Non-Profits - ~~\$555.00~~ plus \$10.00 per day.
\$625.00

PERMIT NO. 2018-01

1. **APPLICANT** (If the applicant is an organization or business, also include the name of a contact person):
The Greater Huntington Park Area Chamber of Commerce

Mailing Address: 6725 Seville Ave., Huntington Park, CA 90255

Phone 1: (323) 505-1155 Phone 2: _____ email: Lmartinez@hpchamber.org

Huntington Park Business License No: N/A

Non-profit organization? Yes No If yes, Tax I.D. No? 95-1239700

Emergency Contact (name and telephone): Leticia Martinez

2. **ADDRESS / LOCATION OF EVENT/ACTIVITY** (Describe on which portion of the public-right-of-ways the event/activity will take place, i.e. – sidewalk, street alley, etc.):
Pacific Blvd., Between Randolph St. to Florence Ave.

3. **DESCRIPTION OF EVENT/ACTIVITY** (Describe purpose of event/activity. Include all activities such as meetings, assembly, parade, procession, or entertainment, etc., if more space is needed please attach a separate sheet of paper):

Special downtown event to promote the city of Huntington Park and showcase shopping district.
Entertainment Stage, retail commercial exhibit booths, arts/crafts, food booths, free samplings.

Free community health fair and amusement rides for all ages.

4. **DATE(S) OF EVENT/ACTIVITY:**

October 5, 6 and 7, 2018

5. **TIME(S) OF EVENT/ACTIVITY (for each day):**

Friday: 5:00 p.m. to 11:00 p.m./ Saturday: 11 a.m. to 11 p.m./ Sunday: 11 a.m. to 10:30 p.m.

6. **Have you conducted this event/activity in the past twelve (12) months, in this or a neighboring city?**

Yes No If yes, where? _____

Date(s) April 6, 7 and 8, 2018

7. **Have you requested or obtained a permit from any other city within which the event/activity shall commence, terminate or occur in part?**

Yes No If yes, which city? N/A

8. **Number of persons expected to attend event/activity?** 150,000

9. **Number and type of vehicles, equipment, and animals that will be used at the event/activity?**

None 10'x10 canopies - 66 vendors, generators

10. Will there be vendors that will be participating in the event/activity?

Yes No If yes, how many? 60

11. Do you have insurance for the event/activity?

Yes No If yes, provide information and attach proof: Frank Amador Insurance

12. Applicant's authorized representative(s) for management of event/activity. If more than one, please list on a separate sheet of paper. (Note: Applicant or authorized representative(s) must be present at all times during the event/activity)

Representative's Name: Leticia Martinez, Executive Director/CEO / stefanie villagomez -> stefanie @hpchamber.org

Contact Number: (323) 585-1155

Mailing Address: 6725 Seville Ave., Huntington Park, CA 90255

13. Do you anticipate the involvement of any City officials and/or departments in the event/activity?

Yes No If yes, please describe in detail: Mayor and city council to give recognitions to special guests/ celebrities honored at the event. Police Department officers for public safety.

Please Note:

- **Submittal of a plan/map showing the location of the event/activity, including pedestrian and/or vehicle circulation is required.**
- **A fully completed application with all required approvals must be submitted to the Community Development Department a minimum of thirty (30) days prior to the date of the event/activity, or a minimum of ninety (90) days prior to the date of the event/activity if City Council approval is required.**

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We understand and agree to abide by all of the Activity in Public Places Permit regulations of the City of Huntington Park and any other conditions imposed for the event/activity requested. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

[Signature]
Applicant's Signature

7/31/18
Date

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Date Submitted: 8/21/18

Received By: DM

Filing Fee: \$655.00

Receipt No.: _____

City Council Approval Required? No Yes If yes, tentative meeting date? _____

Departmental/Division Approvals Required:

- | | | | |
|---|---|--|---|
| <input checked="" type="checkbox"/> Building and Safety | <input checked="" type="checkbox"/> City Clerk | <input checked="" type="checkbox"/> Engineering | <input type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Planning | <input checked="" type="checkbox"/> Police Department | <input checked="" type="checkbox"/> Public Works | <input checked="" type="checkbox"/> Revenue Collections |

Outside Agency Approvals Required:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> L.A. County Fire Dept. | <input checked="" type="checkbox"/> L.A. County Health Dept. | <input checked="" type="checkbox"/> Dept. of Alcoholic Beverage Control (ABC) |
|--|--|---|

DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

Instructions: Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit <http://www.abc.ca.gov/distmap.html>

Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.

LICENSE NUMBER	GEO CODE
RECEIPT NUMBER	
FEE	\$

1. ORGANIZATION'S NAME Huntington Park Chamber of Commerce	CONDITIONS REQUIRED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DIAGRAM REQUIRED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--	---

2. LICENSE TYPE (Check appropriate license type AND organization type)

a. **Daily General (\$25.00)** (Includes beer, wine and distilled spirits)

<input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure	<input type="checkbox"/> Fraternal Organization in Existence Over Five Years with Regular Membership
<input checked="" type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose	<input type="checkbox"/> Religious Organization
<input type="checkbox"/> Other:	<input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)

b. **Special Daily Beer (\$25.00)** **Special Daily Beer & Wine (\$50.00)** **Special Daily Wine (\$25.00)**

<input type="checkbox"/> Charitable	<input type="checkbox"/> Fraternal	<input type="checkbox"/> Social	<input type="checkbox"/> Political	<input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Civic	<input type="checkbox"/> Religious	<input type="checkbox"/> Cultural	<input type="checkbox"/> Amateur Sports Organization	

c. **Special Temporary License (\$100.00)** (Different privileges depending on statute)

<input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P	<input type="checkbox"/> Person conducting Estate Wine Sale per Section 24045.8 B&P
<input type="checkbox"/> Nonprofit Corporation per Sections 24045.4 and 24045.6 B&P	<input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P

Other Special Temporary Licenses, per Section

License number	Amount \$
----------------	-----------

3. EVENT TYPE

<input type="checkbox"/> Dinner	<input type="checkbox"/> Dance	<input type="checkbox"/> Wedding	<input type="checkbox"/> Lunch	<input type="checkbox"/> Picnic	<input type="checkbox"/> Barbeque	<input type="checkbox"/> Social Gathering	<input checked="" type="checkbox"/> Festival
<input type="checkbox"/> Sports Event	<input type="checkbox"/> Concert	<input type="checkbox"/> Birthday	<input type="checkbox"/> Mixer	<input type="checkbox"/> Carnival	<input type="checkbox"/> Dinner Dance	<input type="checkbox"/> Other:	

4. TOTAL # OF DAYS: 3 5. ESTIMATED ATTENDANCE: 1,500 6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION: From Fri:5:00pm; Sat/Sun:1:00pm To Fri: 8:00pm.; Sat/Sun:7:00pm

7. EVENT DATE(S): October 5, 6 and 7, 2018 8. EVENT IS OPEN TO THE PUBLIC: Yes No

9. EVENT LOCATION (Give facility name, if any, street number and name, and city)
Pacific Blvd.- Between Florence Ave. to Randolph St./ Sampling Area on Gage Ave/ Pacific Blvd.

10. LOCATION IS WITHIN THE CITY LIMITS: Yes No 11. TYPE OF ENTERTAINMENT: Live music, mariachi 12. SECURITY GUARDS: Yes No If yes, how many? 40

13. AUTHORIZED REPRESENTATIVE'S NAME: Leticia Martinez 14. REPRESENTATIVE'S TELEPHONE NUMBER: 323-585-1155

15. REPRESENTATIVE'S ADDRESS: 6725 Seville Ave., Huntington Park, CA 90255

16. ORGANIZATION'S MAILING ADDRESS (if different from #15 above):
17. AUTHORIZED REPRESENTATIVE'S SIGNATURE: *[Signature]* 18. DATE SIGNED: 8/21/18

PROPERTY OWNER APPROVAL BY (Name), REQUIRED	PHONE NUMBER	PROPERTY OWNER SIGNATURE	DATE SIGNED
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE	PHONE NUMBER	LAW ENFORCEMENT SIGNATURE	DATE SIGNED
DISTRICT OFFICE APPROVAL BY (Name)		ABC EMPLOYEE SIGNATURE	ISSUANCE DATE

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above.

This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.



CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 - planning@hpcg.gov

DEPARTMENTS / AGENCIES REVIEW CHECKLIST

ACTIVITY IN PUBLIC PLACES PERMIT APPLICATION

PERMIT NO. 2018-01

The Community Development Department requires proof of approval from the following departments/agencies that are checked:

Los Angeles County Fire Department
Fire Prevention Division
3161 E. Imperial Hwy.
Lynwood, CA 90255
(310) 603-5258

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input checked="" type="checkbox"/> Approved w/ Conditions - Comments: <u>MAINTAIN FIRE DEPT. ACCESS AT ALL TIMES, OBTAIN PROPER PERMITS AND FIRE SAFETY OFFICER'S REQUIREMENTS.</u>		
Signature: <u>X [Signature]</u>		Date: <u>7/31/18</u>

Los Angeles County Health Department
Environmental Health Specialist
245 S. Fetterly Avenue, Room 2014
Los Angeles, CA 90022
(323) 780-2272

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
Signature: X _____		Date: _____

State Dept. of Alcoholic Beverage Control
Duty Investigator
3530 Wilshire Blvd., Suite 1110
Los Angeles, CA 90010
(213) 736-2005

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
Signature: X _____		Date: _____

Huntington Park Police Department
Watch Commander
6542 Miles Avenue
Huntington Park, CA 90255
(323) 584-6254

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
Signature: X _____		Date: _____

Huntington Park City Manager's Office
City Manager
6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6223

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
Signature: X _____		Date: _____



THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

"SABOR DE MEXICO LINDO" DOWNTOWN FESTIVAL TIME SCHEDULE AND FACT SHEET

The following is the "Time Schedule" for the **26th Annual Downtown Festival "Sabor De Mexico Lindo"**, which will be presented on **Pacific Blvd.** between **Florence Ave.** to **Randolph St.** the weekend of **October 5, 6 and 7, 2018**, in conjunction with a special **three-day Citywide "SIDEWALK SALE"**, by The Greater Huntington Park Area Chamber of Commerce and the City:

<u>AREA</u>	<u>DAY - TIME</u>
<u>Pacific Blvd.</u> - TO CLOSE (<i>between Florence Ave. to Randolph St.</i>)	THURSDAY AT 5:00 P.M.*
<u>Saturn Ave, Zoe Ave, Gage Ave. & Clarendon Ave.</u> - CLOSED - <i>THRU TRAFFIC WILL NOT BE PERMITTED ONTO PACIFIC BLVD.</i>	THURSDAY AT 5:00 P.M.
<u>Rita Ave., Rugby Ave.,</u> - OPEN	WILL REMAIN OPEN AT ALL TIMES.
<u>Alleys</u> - OPEN	WILL REMAIN OPEN AT ALL TIMES.
<u>Parking</u>	AVAILABLE ON CITY LOTS AND STREETS.
<u>Hours of the Event</u>	FRIDAY - 5 p.m. - 10:30 p.m. SATURDAY - 11 a.m. - 11 p.m. SUNDAY - 11 a.m. - 10:00 p.m.
<u>Pacific Blvd.</u> - REOPENS	MONDAY AT 8:00 a.m.

* Please notify your **EMPLOYEES** and **CUSTOMERS** that **ANY VEHICLES PARKED** on **PACIFIC BLVD. BETWEEN FLORENCE AVE. AND RANDOLPH ST.** after **5:00 p.m.** on **Thursday, OCTOBER 4, WILL BE TOWED AT OWNER'S EXPENSE.**

The following information is being provided to you to assist with the presentation of the special Community Event. For additional information, please do not hesitate to call The Greater Huntington Park Area Chamber of Commerce at (323) 585-1155.

Thank you for your cooperation.

The Greater Huntington Park Area CHAMBER OF COMMERCE

6725 Seville Ave., Huntington Park, CA 90255 • Tel: 323-585-1155 • Info@HPChamber.org • www.HPchamber.org



August 20, 2018

Mayor Jhonny Pineda and Council Members
CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255

ATTENTION: Rick Reyes, Acting City Manager

Re: "PRESENTATION AND PARTNERSHIP WITH 26th ANNUAL 'SABOR DE MEXICO LINDO DOWNTOWN FESTIVAL'"

Dear Mayor Pineda and Council Members:

The Greater Huntington Park Area Chamber of Commerce representatives were pleased to outreach to the businesses and learn of their feedback on the importance of presenting activities that will continue to attract people to the downtown area. The event such as the "Sabor De Mexico Lindo Downtown Festival," every year attracts thousands of attendees and has been recognized in the community as an annual tradition alongside the "Fabulous Holiday - Christmas Lane Parade," and the "Carnaval Primavera Downtown Festival."

The Greater Huntington Park Area Chamber of Commerce is once again outreaching to the City of Huntington Park in the **partnership** of the presentation of our upcoming **26th Annual "Sabor De Mexico Lindo Downtown Festival."**

The annual downtown tradition recognized by the media and other communities as the "Major Hispanic Downtown Event," that every year salutes **National Hispanic Heritage Month** will be presented on the weekend of **October 5, 6 and 7, 2018** along **Pacific Blvd.** between **Florence Ave.** to **Randolph Street.**

As with other major events presented throughout Southern California, our event for the past years has faced a reduction in sponsorships due to the economic status, and other cities presenting similar events. The Chamber of Commerce requests the City's assistance as to the past years in the following areas:

1. Field Services to be authorized for their services to be performed during personnel regular working-hours, and not be billed for those hours alongside the usage of the vehicles, and other charges.
2. Chamber of Commerce to pay police services at the rates requested for over-time pay only, and not be billed for those during regular services hours.

Your support and assistance to this respectful request will affirm and strengthen our relationship in working together for the overall benefit of our businesses and residents of the community.

President

Andy Molina

Southest Churches Services Center

Sr. Vice President

Jose Zepeda, Jr.

El Aviso Magazine

1st Vice President

Martin Nava

Oldtimers Housing Development

2nd Vice President

Sonia Luz

Casa Luz Restaurant

3rd Vice President

Gilda Acosta

St. Francis Medical Clinics

Treasurer

Don Brabant

Brabant Realty & Management

Executive Director/CEO

Leticia Martinez

Greater Huntington Park Area
CHAMBER OF COMMERCE

DIRECTORS

Theresa Bagues

Guerra, Cunningham & Bagues FDR's

Denise Campos

So. California Gas Company

Alfredo Fuentes

Wells Fargo Bank

Adrian Garcia

So. California Edison

Salvador Garcia

Shakey's Pizza

Ramon Gonzalez

Norm's Restaurants

Lewis Kim

Spectrum Business

Leonardo Lopez

Leonardo's Restaurant

Joe Martinez

Hub Cities Consortium

Noel Pallais

AT&T

Victor Peraza

Edge Hardware

Patricia Rives

Community Hospital

* Past President

The presentation of the annual tradition that every year pays tribute to the **Culture of Mexico** will be **saluting** the state of **Jalisco, Mexico**. Chamber representatives have been in communication with the government representatives of **Jalisco, Mexico** to **feature** their various **Artisans & Crafts, Specialty Foods, various imported certified tequila and maguey samplings, fusion beverages, and talent**. The Chamber of Commerce will provide an exclusive and highly secured area with a main entrance banners announcing "**Welcome to Jalisco, Mexico**".

Special invitations have been made to the **government representatives** of the city of **Tlaquepaque, Jalisco** and the **Board of Directors** of the **Tlaquepaque Chamber of Commerce**, plus other special dignitaries from other cities of Jalisco, Mexico to attend the event.

"Sabor De Mexico Lindo Downtown Festival" will also feature **Corporate Exhibits**, and **two Main Stages of Live Entertainment, including the Plaza De Mariachi**. Due to the high demand of our residents that may be currently uninsured, we will once again present a **Free Health Fair** with various clinics providing **free blood pressure check-ups, glucose testing, dental and vision**, plus **information on the prevention of long-term illnesses**. The event will once again feature a **Petting Zoo & Pony Rides, Amusement Rides for all ages, and a children's activity day program**.

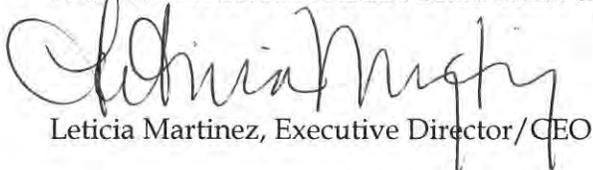
Last year's "**Sabor De Mexico Lindo Downtown Festival**," received an **estimated value** of nearly **half-a-million** in **advertisements** at **no cost** to the City of Huntington Park or the Businesses in the Downtown Area. It is with **worthy notation** that **every year** the event **attracts International and National media coverage** on the day of the **Opening Ceremonies** and throughout the three days. This effort is accomplished with the Chamber of Commerce's long-term partnerships and relationships with the representatives of the media.

The event will once again be supported and co-sponsored by our media partners **KTLA, Channel 5, KVEA, Channel 52, Newspapers and Magazines**, plus the **radio stations** that will each run advertisements **promoting the event** and the **name of Downtown Huntington Park - Pacific Blvd.**

The Chamber of Commerce is once again looking forward to presenting a successful downtown promotional-event that showcases our businesses and unites the community at large. For any questions, or additional information, please do not hesitate to contact me at (323) 585-1155 or email me at LMartinez@HPChamber.org. Thank you.

Respectfully,

THE GREATER H.P. AREA CHAMBER OF COMMERCE



Leticia Martinez, Executive Director/CEO

Cc: Andy Molina, President
Chamber Board of Directors
Director Sergio Infanzon, Community Development Department
Chief of Police Cosme Lozano

Randolph Street

Randolph Street

BLOCK 1



**A
m
u
s
e
m
e
n
t

R
i
d
e
s**

The Greater
Huntington Park Area
CHAMBER OF COMMERCE

Presents

26th Anniversary



Oct. 5, 6 & 7, 2018

CLARENDON AVE.

BLOCK 2

CLARENDON AVE.



**S
L
I
D
E**

**A
m
u
s
e
m
e
n
t
y
R
i
d
e
s**



**The Greater
Huntington Park Area
CHAMBER OF COMMERCE**

Presents



Oct. 5, 6 and 7, 2018

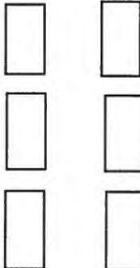
1 _____
2 soccer tables

1 **Petting Zoo
&
Pony rides**

2 _____
Generator

Waterballs

Penguins pool



Food trucks

**A
l
l
e
y**

Portables

**Jalisco Eatery &
Bar**

GAGE AVE.

Stage



Dressing Room

**R
I
T
A
A
V
E**

Portables

Alley

GAGE AVE.

Stage



Dressing Room

RITA AVE

Alley

39	Telemundo
41	Telemundo
43	Telemundo
45	Telemundo
47	Telemundo

39	40
41	42
43	44
45	46
47	48

Telemundo	40
Telemundo	42
Telemundo	44
Telemundo	46
Telemundo	48

BLOCK 3



Kid's Bikes

The Greater Huntington Park Area CHAMBER OF COMMERCE

Presents

26th Anniversary



Oct. 5, 6 and 7, 2018

49 Buziri Ice Cream



49

Generator



Artesania Jalisco

73 HDC Inc-Direct TV
75 Right Greens

73	74
75	76

HDC Inc- Direct TV 74
Oldwest Kettlecorn 76



Mario's Tacos F78

Los Colorines F80

81
83
85 The Goods Arts
87 Metro PCS

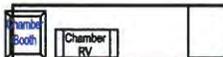
81	82
83	84
85	86
87	88

Martin Toys 82
Shanah Design 84
RoseHills 86
Metro PCS 88

Portables

Alley

ZOE AVE.



Alley

POLICE COMMAND POST

RITA AVE

Portables

Alley



BLOCK 4

89 El Aviso
91

101 Younessi
103
105
107
109
111

117
119
121
123
125
127 Frontier

147 T-mobile
149 T-mobile
151 T-mobile

Portables

Roll Off Bin

ZOE AVE.

89 90
91 92

F94
F96
F98

Food Court

101 102
103 104
105 106
107 108
109 110
111 112

117 118
119 120
121 122
123 124
125 126
127 128

Generator

Eurobuggy

136
138
140

Food Court

F142
F144
F146

147 148
149 150
151 152

SATURN AVE.

Chamber Booth Chamber RV

El Aviso 90
92

Kali Churros F94

F96

El Gallo Giro F98

Younessi 102
El Gallo Giro 104

Martin Toys 106
Arellano Associate LA Metr 108
110
Empire Satellite-Direct TV 112

Frian Kettlecorn 118
Henna Arts 120
Cynthia's Arts 122

NRI 124
Inglewood Cemetery 126
Frontier 128

Beto's Nut House 136
Puja Henna Art 138
Livetech Learning Worksho 140

Mexico Lindo F142
F144
Mexico Lindo F146

T-mobile 148
T-mobile 150
T-mobile 152

Plaza de

POLICE
COMMAND POST

R
I
T
A
A
V
E

The Greater
Huntington Park Area
CHAMBER OF COMMERCE

Presents



Oct. 5, 6 and 7, 2018

Alley

R
I
T
A
A
V
E

Portables

Roll Off Bin

A
l
l
e
y

BLOCK 5



SATURN AVE.

R
I
T
A
A
V
E

A
l
l
e
y

STAGE B
PARKING

A
m
u
s
e
m
e
n
t

R
i
d
e
s

← 26 FEET →

← 26 FEET →

The Greater
Huntington Park Area
CHAMBER OF COMMERCE

Presents

26th Anniversary



Oct. 5, 6 and 7, 2018

FLORENCE AVE.

ATTACHMENT "B"

Debra Martinez

From: Silvia Tapia
Sent: Wednesday, September 12, 2018 5:17 PM
To: Debra Martinez
Subject: RE: Activity in Public Places 2018_01, Sabor de Mexico Lindo

- ⇒ \$ 460.00 after-hours inspection (confirmed rate)
- ⇒ \$1,462.88 electrical permit fee (estimate, based on last year's permit)
- ⇒ \$1,922.88 Total

Silvia M. Tapia
Lead Permit Technician
City of Huntington Park

(323)584-6271
(323)584-6244 FAX

From: Debra Martinez
Sent: Wednesday, September 12, 2018 12:23 PM
To: Daniel Hernandez <DHernandez@hpca.gov>; Silvia Tapia <STapia@hpca.gov>; Donna Schwartz <DSchwartz@hpca.gov>; Estefania Zamora <EZamora@hpca.gov>; Cesar Roldan <CRoldan@hpca.gov>; Cesar Roldan <CRoldan@infengr.com>; Catalina Peraza <CPeraza@hpca.gov>; Nita Mckay <nmckay@hpca.gov>; BuildingOfficial <BuildingOfficial@hpca.gov>; Lozano, C <CLozano@hppolice.org>; rcuriel@hppolice.org; igarcia@hppolice.org
Cc: Carlos Luis <CLuis@hpca.gov>; Susana Martinez <SMartinez@hpca.gov>; Jordan Martinez <JMartinez@hpca.gov>
Subject: Activity in Public Places 2018_01, Sabor de Mexico Lindo

Good Afternoon:

Sorry for the late notice, our office has received an **Activity in Public Places** application from the **Huntington Park Chamber of Commerce** (Applicant) requesting a street closure for its annual Carnival Primavera street festival to be held on **October 5, 6 and 7, 2018**. The Applicant proposes to conduct its annual **street festival on Pacific Boulevard, between Randolph Street and Florence Avenue**. Please refer to the attached application and map for specific details.

In order for the event to take place, the request must be reviewed and approved by the City. Therefore, we request that you please review the attached application and **provide our department with comments and/or conditions as soon as possible**. In addition, please provide a list of any associated costs and fees to the Planning Department. Your input is crucial and if no comments, conditions, or associated costs are received by the requested date, we will assume that you have no comments, conditions, or associated costs for the request.

APPLICANT: Huntington Park Chamber of Commerce

EVENT/ACTIVITY: Street Festival

DATE/TIME OF EVENT: October 5, 2018 5:00pm – 11:00pm
October 6, 2018 11:00am – 11:00pm



Public Works Department Cost Estimate

DATE: 9/12/2018

RE: Sabor de Mexico Lindo October 5, 6, & 7, 2018

PERSONNEL	DATE	JOB DESCRIPTION	HOURS	REG RATE	OVERTIME RATE	# OF STAFF	CLASSIFICATION	SUB TOTAL	GRAND TOTAL
	10/2/18 Tuesday	Deliver delineators at Pacific Blvd., for posting of No Parking at approximately 10:00 A.M.	2	\$42.80		2	Maintenance Workers	\$171.20	
	10/4/18 Thursday	Deliver barricades, cones, delineators & event signs at assigned locations for street closure (8:00 AM.)	4	\$42.80		4	Maintenance Workers	\$684.80	
	10/4/18 Thursday	Set up and close all left turn pockets and assist with street closures (5pm). Pick up all delineators from Pacific Blvd.	3		\$64.19	2	Maintenance Workers	\$385.14	
	10/8/18 Monday	Pick up all barricades, cones, delineators, and event signs (7:00 AM.)	3		\$91.78	1	PW Supervisor	\$275.34	
			4	\$42.80		4	Maintenance Workers	\$684.80	
EQUIPMENT		TYPE	HOURS	HOURLY RATE				SUB TOTAL	
Unit 349/409		Ford F150 w/ trailer (409)	4	\$20.39				\$81.56	
Unit 353/410		Ford F450 w/ trailer (410)	8	\$20.39				\$163.88	
Unit 346		Chevrolet Stake bed	2	\$20.39				\$81.56	
								EQUIPMENT TOTAL	\$326.24
MATERIALS			QTY.	RATE					
OPTIONAL		Changeable Message Signs (CMS)	4	\$600.00				\$2,400.00	
								MATERIAL TOTAL	\$2,400.00
								TOTAL EVENT COST	\$5,477.84
								TOTAL OVERTIME PERSONNEL COST	\$660.48

PREPARED BY: Juan A. Preciado DATE: 9/12/18



Memorandum

DATE: September 13, 2018

TO: Sergio Infanzon, Community Development Director

FROM: Debra Martinez, Planning Technician

RE: Police Department Cost Estimate for Sabor de Mexico Lindo

Per email from Chief Lozano, dated September 13, 2018, the estimated cost for the Huntington Park Police department will use the same dollar amount from 2017 event for the City Council report. The estimated cost for the report purposes is \$28,224.00, the amount from 2017.

ATTACHMENT "C"



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@hpcga.gov

STREET CLOSURE AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ SEP No: _____ Fee/Receipt No.: _____ Initials: _____

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: Huntington Park Chamber of Commerce

Location: Randolph St to Florence Ave.

Date of Closure/Blockage: October 5, 6, 7, 2018 Time: _____

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

By signing this form, merchants do not object to street closure

Name/Business	Signature	Address	Date
Walgreens	[Signature]	6100 Pacific	1-4-18
99 cent Store	[Signature]	6124 Pacific Blvd	1-4-18
Metro pcs	[Signature]	6132 Pacific	1-4-18
WSS	[Signature]	6200 Pacific	1-4-18
KATYS Fashion	[Signature]	6208 Pacific	1-4-18
HP Outlet	[Signature]	6210 Pacific Blvd	1-4-18
Royal Tie Tuxedos	[Signature]	6214 Pacific Blvd	01/04/18
YK Accessories	[Signature]	6216 Pacific Blvd.	01/04/18
Naka Cosmetics	[Signature]	6220 Pacific Blvd	1/4/18
MAN NGUYEN	[Signature]	6218 Pacific Blvd	1/4/18
7-ELEVEN	[Signature]	6224 Pacific Blvd	1/4/18
Lupita's Bridal	[Signature]	6223 Pacific Blvd	1-4-18
Best deal in town	[Signature]	6217 Pacific	1-4-18
Mexican YARDS	[Signature]	6217 Pacific	1-4-18
PAZ SARETE	[Signature]	6211 Pacific Blvd	1/4/18
Wesley WEAN	[Signature]	6207 Pacific	1/4/18
Jun's Boyz Co	[Signature]	6207 Pacific	1/4/18
Joly's Bridal	[Signature]	6123 Pacific	1-4-18
JORGE RODRIGUEZ	[Signature]	6121 Pacific	01/04/2018
HYUNBAE CHO	[Signature]	6115 Pacific Blvd.	1/4/2018
Dr. Hernandez Optometry	[Signature]	6134 Pacific Blvd	01-04-18



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@hpcapca.gov

STREET CLOSURE AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ SEP No.: _____ Fee/Receipt No.: _____ Initials: _____

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: Huntington Park Chamber of Commerce

Location: Randolph st to Florence Ave

Date of Closure/Blockage: October 5, 6, 7, 2018 Time: _____

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

By signing this form, merchants do not object to street closure

Name/Business	Signature	Address	Date
Winchells Snacks	[Signature]	6101 Pacific	01-10-18
Reyna Guevara	[Signature]	6111 Pacific Blvd CA 90255	01/10/18
Hernell Dye	[Signature]	6024 Pacific	01-10/18
TWIN KONG	[Signature]	6300 Pacific	11-10-18
Nirvan Escobar	[Signature]	6302 Pacific	11/10/18
Verberito	[Signature]	6304 Pacific	11/10/18
Rite Aid	[Signature]	6306 Pacific Blvd	11/10/18
Bank of Hope	[Signature]	6306 Pacific Blvd	11/10/18
Fiastal only	[Signature]	6350 Pacific Blvd.	11/11/2018
PRIMOR	[Signature]	6338 Pacific Blvd	11/11/18
Rest. Conchagua	[Signature]	6334 Pacific Blvd	11/11/18
Sofias Acevedo	[Signature]	6330 Pacific Blvd	11/11/18
Kenia Zambrano	[Signature]	6330 Pacific Blvd	11/11/18
Broncos Mansol	[Signature]	6330 Pacific Blvd	11/11/18
Game stop	[Signature]	6330 Pacific Blvd	11/11/18
Pt Satellites	[Signature]	6320 C Pacific Blvd	11/11/18
Game cell	[Signature]	6320 B Pacific Blvd	11/11/18
ETC Depot	[Signature]	6320 A Pacific Blvd	01-11-18
Pacific Dental & Implants	[Signature]	6318 Pacific Blvd	11/11/18
Paulina H.	[Signature]	6308 Pacific Blvd	11/11/18



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@hpca.gov

STREET CLOSURE AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ SEP No.: _____ Fee/Receipt No.: _____ Initials: _____

Special Event Name: Sabor de Mexico Lindo
 Special Event Applicant: Huntington Park Chamber of Commerce
 Location: Randolph st to Florence Ave.
 Date of Closure/Blockage: Oct 5, 6, 7, 2018 Time: _____

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

By signing this form, merchants do not object to street closure

Name/Business	Signature	Address	Date
West Advisory Christian Coun. Center	Patricia Barajas	6532 Pacific Blvd HP	7/9/2018
Tacos Al Vapor	María Velez	6534 Pacific Blvd HP	7/9/2018
Simply Prepared	José Manuel Pura	6530 Pacific Blvd HP	7/9/2018
Samy Fashion	Mario A. Castro		
Mirabel Gallagos	Mirabel	6528 Pacific Blvd HP	7/9/2018
Julia	Julia Lopez	6520 P.B.	
Andres Torres	[Signature]	6518-B Pacific Blvd	7/9/18
Ramon Sanchez	[Signature]	6518-A Pacific Blvd	7-9-18
Tiffany Ibarra	[Signature]	6512 Pacific Blvd	7-9-18
Tacos Mexico	Daniel Espinoza	6508 Pacific Blvd	7-9-18
CARLOS Hdez	[Signature]	6506 PACIFIC BLVD	7-9-18
Araceli Brando	[Signature]		
[Signature]	El Pasa	6438 Pacific Blvd	
Angelica Gal	Metro PCS	6430 Pacific Blvd	7/9/18
Jesus Wedding Chapel	Beatriz Perez	6428 Pacific Blvd HP	7/9/18
Walter Mazares	[Signature]	6426 Pacific	07/09/18
Boost Mobile	Daniela Arzola	6424 Pacific Blvd	07/09/2018
Penney Wilma Arreola	Wilma Arreola	6420 S Pacific Blvd	7/9/18
Josel Wilkess	[Signature]	6408 Pacific Blvd	7/9/18
Atst Authorized Retailer	[Signature]	6402-B Pacific Blvd	7/9/18
Marion Wilkess	[Signature]	6400 Pacific Blvd	7/9/18



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@hpcga.gov

STREET CLOSURE AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ SEP No.: _____ Fee/Receipt No.: _____ Initials: _____

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: Huntington Park Chamber of Commerce

Location: Randolph St to Florence Ave.

Date of Closure/Blockage: Oct. 5, 6, 7, 2018 Time: _____

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

By signing this form, merchants do not object to street closure

Name/Business	Signature	Address	Date
Su Casa Cashing		6301 Pacific Blvd	01-11-18
Botanica La Niña Blanca		6305 Pacific Blvd	1/11/18
Snack world		6309 Pacific Blvd	1/11/18
A-Technical College		6330 Pacific Blvd	1/11/18
Carlos fabrics		6312 Pacific Blvd	1/16/18
Anthony Kostantis Co.		6325 Pacific Blvd #24	1/16/2018
Fancy Hair Salon		6325 Pacific Blvd #10	1/16/2018
Interacciones M.		6325 Pacific Blvd	1/16/2018
RPTVR International		6325 Pacific Blvd	1/16/2018
CBE		6325 Pacific Blvd #300	1/16/2018
My secret Boutique		6339 Pacific Blvd	1/16/18
Wanner cataly		6343 Pacific Blvd	1/16/18
Ace kids		6357 Pacific Blvd	1/16/18
Sandra Rodriguez		6361 Pacific Blvd	1/16/18
CHAS		6363 Pacific Blvd	1/16/18
MARINA'S linen		6337 Pacific Blvd	1/16/18
Ebenezer		6107 Pacific Blvd	1/17/18
Luis-Me Couture		6117 Pacific	01-17-18
L. Concepcion		6331 A Pacific	1/17/18
Maggie M		Corner Kitchen Pacific Blvd	1/17/18
Shine On		6536 Pacific Blvd	01-09-18



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@hpca.gov

STREET CLOSURE AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ SEP No.: _____ Fee/Receipt No.: _____ Initials: _____

Special Event Name: Sabor de Mexico Lindo
 Special Event Applicant: Huntington Park Chamber of Commerce
 Location: Randolph St and Florence Ave.
 Date of Closure/Blockage: Oct 5, 6, 7, 2018 Time: _____

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

By signing this form, merchants do not object to street closure

Name/Business	Signature	Address	Date
LA PARISINA		6543 Pacific Blvd.	07.17.18
El Primo		6541 Pacific Blvd.	07.17.18
LEXIS		6539 Pacific Blvd.	7-17-18
Huntington Craft	maria Quintero	6535 Pacific Blvd	07-17-18
SHERMAN'S HWT		6533 Pacific Blvd	7-17-18
3 Hermanos Jhosua Zavala		6527 Pacific Blvd	07/17/18
Andrea USA LCC		6523 Pacific Blvd	07/17/18
Fmobile		6511 Pacific Blvd.	07/17/18
Adriana Paris		6507 Pacific Blvd	7/17/18
El Norteño		6437 Pacific Blvd	7-17-18
EL Charro		6429 Pacific Blvd	7-17-18
Coqueta	Natalia Laxi	6427 Pacific Blvd	7-17-18
The Childrens Place		6423 Pacific Blvd	7-17-18
Sprint		6421 Pacific Blvd	7/17/18
ZAMIGOS		6417 Pacific Blvd.	7/17/18
Oseidas Party supp		6415 Pacific Blvd	7/17/2018
Cricket Wireless		6409 Pacific Blvd	7/17/2018
blue banana		6407 Pacific Blvd	7/17/2018
BEST BUY ELECTRONICS		6401 Pacific Blvd.	7/17/2018
Big Discount		6433 Pacific Blvd	7/17/2018
El Norteño		6401 Pacific Blvd	7/17/2018



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@hpca.gov

STREET CLOSURE AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ SEP No.: _____ Fee/Receipt No.: _____ Initials: _____

Special Event Name: Sabor de Mexico Lindo Downtown Festival
 Special Event Applicant: Huntington Park Chamber of Commerce
 Location: Randolph St and Florence Ave.
 Date of Closure/Blockage: Oct. 5, 6, 7, 2018 Time: _____

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

By signing this form, merchants do not object to street closure

Name/Business	Signature	Address	Date
Shunk shoes		6805 Pacific Blvd	7/17/18
Lcyda Don Collection		6813 Pacific Blvd.	7/17/18
Diana Reyes		6811 Pacific Blvd	7/17/18
Espresso		6715 Pacific Blvd	7/17/18
OBSESSIVE BLESSED		6709A Pacific Blvd	7/17/18
Hot Steals		6709 Pacific Blvd.	7/17/18
Hot Steals #2		6707 Pacific Blvd.	7/17/2018
Lexus shoes	Adriana Gtz.	6707 Pacific Blvd	07/17/18
Love Stone		6617 Pacific Blvd	07/17/18
Love Stone Plus		6623 Pacific Blvd	07/17/18
MIRABELLA COLLECTION		6615 Pacific Blvd	07/17/18
CASANOVA	CARLOS	6611 Pacific	7/17/18
BOA		6601 Pacific Blvd	7/17/18
LA			
La Esquina Mexa		6545 Pacific Blvd	7/17/18
24/7 Fashion		6604 Pacific Blvd	7/17/18
TALLER		6606-215A Pacific Blvd	7/19/18
Marissa Flores		6606 Pacific	7-19-18
Nancy Castillo		215 E 89th, Apt 3	7-19-18
BRENDA HECHM		6706 Pacific Blvd.	7-19-2018
KID COUTURE		6521 Pacific	7-19-2018



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@hpca.gov

STREET CLOSURE AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ SEP No.: _____ Fee/Receipt No.: _____ Initials: _____

Special Event Name: Sabor de Mexico Lindo Downtown Festival
 Special Event Applicant: Huntington Park Chamber of Commerce
 Location: Randolph st and Florence Ave.
 Date of Closure/Blockage: Oct. 5, 6, 7, 2018 Time: _____

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

By signing this form, merchants do not object to street closure

Name/Business	Signature	Address	Date
FootLocker	<i>[Signature]</i>	6732 Pacific Blvd	7-19-18
Artesanias	Margarita Guzman	6804 Pacific Blvd	7-19-18
Kender's	<i>[Signature]</i>	6818 Pacific Blvd	7-19-18
Paletina LA	<i>[Signature]</i>	6822 Pacific Blvd	7-19-18
Aragon photo	<i>[Signature]</i>	6822 Pacific	7/19/18
T-MOBILE 8059	<i>[Signature]</i>	6900 Pacific Blvd.	7/19
Tessera Pass	<i>[Signature]</i>	6906 Pacific Blvd	7/19/18
Passa psu	<i>[Signature]</i>	6908 Pacific Blvd	7/19/18
Luis Rios	<i>[Signature]</i>	6916 Pacific Blvd	7-19-18
MERCEO Fotos	<i>[Signature]</i>	7004 PACIFIC BL.	7-19-18
Lisa's Bridal	Lucy Adi.	7008 Pacific	7-19-18
Mary Cellulars	Mary M. S	7018 Pacific Blvd	7/19/18
Misse Travel	<i>[Signature]</i>	7022 Pacific Blvd	7/19/18
SHARON HERNANDEZ	<i>[Signature]</i>	7024 Pacific Blvd	7/19/18
Guillermo Estada	<i>[Signature]</i>	7100 Pacific Blvd	7/19/18
Maria Fabre	<i>[Signature]</i>	7102 Pacific	7-19-18
Uro Amelo	<i>[Signature]</i>	7108 Pacific Blvd	7-19-18
Yosica Paredes	<i>[Signature]</i>	7112 Pacific	7-19-18
Lizabete Lopez	<i>[Signature]</i>	7116 Pacific Blvd HP	7-19-18
Nutrition & More	Candy Lopez	7118 Pacific Blvd	7-19-18
		7122 Pacific Blvd	7-19-18

luz
 Diana
 M...
 S...



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@hpca.gov

STREET CLOSURE AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ SEP No.: _____ Fee/Receipt No.: _____ Initials: _____

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: Huntington Park Chamber of Commerce

Location: Randolph st and Florence Ave.

Date of Closure/Blockage: 10/5/18 - 10/7/18

Time: _____

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

By signing this form, merchants do not object to street closure

Name/Business	Signature	Address	Date
St. Michael Imperial	<i>[Signature]</i>	7120 Pacific Blvd	7-19-18
HP - Horticultor. par.	Marzeni	7125 p.c.	
Cricket	Manuel	7130 P.C. Blvd	07/19/18
Sant Miguel Sprt	Silvini	7130 P.C. Blvd	7-19-18
Karen Hernandez	Karen Hernandez	7130 Pacific Blvd.	7-19-18
La Michocana Plus	<i>[Signature]</i>	7130 P.C. Blvd	7-19-18
Metro PCS	<i>[Signature]</i>	7132 P.C. Blvd	7-19-18
Law offices of Janeth R. Maldonado	<i>[Signature]</i>	7136 P.C. Blvd, #260	7-19-18
Arden River	<i>[Signature]</i>	7138 Pacific Blvd	7-19-18
City Bank	<i>[Signature]</i>	7140 Pacific Blvd	7/19/18
Quinceledd	Yveth Aceves	6810 Pacific Blvd.	7/19/18
Daniels Jewelers	<i>[Signature]</i>	6808 Pacific Blvd	7/19/18
FERNANDO O ROSALES	<i>[Signature]</i>	6800 Pacific Blvd.	7/19/18
Don Roberto Jewelers	<i>[Signature]</i>	6602 Pacific Blvd	7-19-18
Conia's Bridal	<i>[Signature]</i>	6901 Pacific Blvd	7-26-18
Estuando Castro	Sky Plus	6901 Pacific Blvd	7-26-18
Novies Xumer	<i>[Signature]</i>	6901 Pacific Blvd	7-26-18
Ribbons & More	<i>[Signature]</i>	6901 Pacific Blvd	7-26-18
Jewelry E	<i>[Signature]</i>	6911 Pacific Blvd.	7-26-18
LCY Photo & Video	<i>[Signature]</i>	6921 Pacific Blvd HP	7-26-18
Casa Bonita	<i>[Signature]</i>	6912 Pacific Blvd HP	7-26-18



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@hpca.gov

STREET CLOSURE AUTHORIZATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ SEP No.: _____ Fee/Receipt No.: _____ Initials: _____

Special Event Name: Sabor de Mexico Lindo Downtown Festival

Special Event Applicant: Huntington Park Chamber of Commerce

Location: Randolph St & Florence Ave

Date of Closure/Blockage: Oct 5, 6, 7, 2018 Time: _____

(Note: Signatures are required of all merchants adjacent to street closure or use of the street/sidewalk during the event. At least 70% of affected merchant address signatures are required.)

By signing this form, merchants do not object to street closure

Name/Business	Signature	Address	Date
Alena Sknabli	[Signature]	7130 Pacific Blvd	7/26/18
Clinica San Miguel	[Signature]	7128 Pacific Blvd	7/26/18
Dental Clinic	[Signature]	7136 Pacific Blvd	7/26/18
Express Employment	[Signature]	7136 Pacific Blvd	7/26/18
Dr. Lakho	Gerardo Moreno	7136 Pacific Blvd	7/26/18
Rodriguez Multi-S.	[Signature]	7136 Pacific Blvd.	7/26/18
Law office Manuel Soliz	[Signature]	7128 S. Pacific Blvd.	7/26/18
Londy's Arts & Craft	Jessie Aguilar	7020 Pacific Blvd	7/26/18
Manuel Dellillar	[Signature]	6723 Pacific Blvd	7/26/18
Lunababna	[Signature]	6606 Pacific Blvd	7/26/18
Alejandra Arvizos	[Signature]	6606 Pacific Blvd	7/26/18
AFI Funding The	[Signature]	6606 Pacific Blvd	7/26/18
Version Safety program Inc.	[Signature]	6606 Pacific Blvd	7/26/18
Paynes	[Signature]	6725 Pacific Blvd.	7/26/18
Manuel	[Signature]	6927 Pacific Blvd	7/26/18
Blink Fitness	[Signature]	6711 Pacific	7/26/18



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

September 18, 2018

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 ACTIVITIES IN PUBLIC PLACES PERMIT & FEE WAIVER REQUEST FOR THE GENERAL FEDERATION OF WOMEN'S CLUB (GFWC) OF HUNTINGTON PARK'S 6TH ANNUAL DOMESTIC VIOLENCE AND SEXUAL ASSAULT CONFERENCE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the General Federation of Women's Club of Huntington Park's "Domestic Violence and Sexual Assault Conference", scheduled for October 3, 2018 at the Salt Lake Park Recreation Center; and
2. Approve facility fee waiver request for event.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During the Parks & Recreation Commission meeting held on August 22, 2018 at 6:00pm, the Parks & Recreation Commission (Commission) reviewed the Facility Fee Waiver Application and Special Event Park Use Permit Application submitted by GFWC. The Commission is recommending the fees be waived for Council's consideration and approval. The eligible non-profit organization and the logistics of the proposed events for which they seek a city facility use permit and facility fee waiver are the following:

Ivonne Correa, President and representative of the Women's Club, is requesting a facility use permit and facility fee waiver for their annual "Domestic Violence and Sexual Assault Conference" on Saturday, October 13, 2018 at the Huntington Park Community Center. This public event serves as a free informational and resource conference to address multi-faceted forms of violence, verbal abuse, emotional abuse, elder abuse, rape, human trafficking and murder. 50-100 participants are anticipated to attend this year's event. This organization is dedicated to community improvement by enhancing the lives of others through volunteer service, promoting education, social justice, and health for women and families.

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT & FEE WAIVER REQUEST FOR THE GENERAL FEDERATION OF WOMEN'S CLUB (GFWC) OF HUNTINGTON PARK'S 6TH ANNUAL DOMESTIC VIOLENCE AND SEXUAL ASSAULT CONFERENCE

September 18, 2018

Page 2 of 3

The fee associated with the fee waiver application will go towards achieving the organization's goal of opening a women's crisis center in Huntington Park.

The proposed event schedule is as follows:

Setup: Friday, October 12, 2018 from 4:00 pm to 6:00 pm; and

Saturday, October 13, 2018 from 8:30 am to 10:00 am

Event: Saturday, October 13, 2018 from 10:00 am to 3:00 pm

Cleanup: Saturday, October 13, 2018 from 3:00 pm to 3:30 pm

This is the fifth year that GFWC proposes to use a facility in Huntington Park for their annual event. Staff have met with event organizers and determined that certain event fees can either be reduced or eliminated. GFWC and event volunteers with minimal staff, will provide event setup and clean-up.

FISCAL IMPACT/FINANCING

The GFWC respectfully requested a fee waiver for their event to waive the following fees:

Refundable Deposit Fee:	\$ 500.00
Social Hall:	\$ 232.00
Janitorial Fee:	\$ 204.00
Parks Staff:	\$ 76.00
Equipment Rental	\$ 497.29
Kitchen Fee:	\$ 78.00
	<hr/>
	\$1,587.29

The Parks & Recreation Commission voted 3-0 to recommend to the City Council to consider approval of fee waiver request by the GFWC to waive the fees listed below:

<u>Event Fees</u>	
Refundable Deposit:	300.00
Social Hall:	232.00
Equipment Rental:	<u>497.29</u>
Total amount owed:	\$1,029.29

The Council may also wish to consider waiving a portion of the fees such as the refundable deposit, Salt Lake Recreation Center Social Hall and kitchen fees but

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT & FEE WAIVER REQUEST FOR THE GENERAL FEDERATION OF WOMEN'S CLUB (GFWC) OF HUNTINGTON PARK'S 6TH ANNUAL DOMESTIC VIOLENCE AND SEXUAL ASSAULT CONFERENCE

September 18, 2018

Page 3 of 3

charging the organizers for the janitorial fee and the parks staff fee so that the City doesn't bear those expenses.

LEGAL AND PROGRAM REQUIREMENTS

Per municipal code 5-13.02 – Permit - Required and 5-13.09 Departmental Service Charges, Council must first approve proposed special events held on City property, prior to the issuance of a permit and/or fee waiver request for use of city facilities. In addition, the City Property and Facility Use Fee Waiver Policy stipulates that all facility fee waiver requests for use of City property for activities in public places, must first be reviewed and approved for Council recommendation, by the Parks and Recreation Commission.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions. Staff will work with GFWC to ensure all event logistics are in place to promote a successful event.

Respectfully submitted,



RICARDO REYES
City Manager



CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

- A. Facility Fee Waiver Application
- C. Fee Waiver Request Letter
- D. City of HP Parks & Recreation Department Invoice

ATTACHMENT "A"

Facility Fee Waiver Application

Please read and carefully complete the following application. Failure to provide accurate information may result in a delay or denial of your request for a fee waiver. Please attach a copy of your Facility Rental Application to this form and return to the Department of Parks and Recreation.



Submission of this application does not guarantee rental of facility.

A. CONTACT INFORMATION

Name of Group/Organization GFWC Women's Club of Huntington Park

Is this a non-profit organization YES NO Tax ID # (Non-profit only) 80-0290462

Applicant Name/Person Responsible Ivonne Correa Title President

Cell Phone 323.499.7221 Alternate Phone 310-228-0959

E-mail Address hp_correa@yahoo.com

Address PO Box 5237 City Huntington Park State CA Zip 90255

B. FACILITY INFORMATION

Indicate the specific facility or facilities for which you are requesting a fee waiver

- | | |
|--|---|
| <input type="checkbox"/> FREEDOM PARK RECREATION CENTER | <input type="checkbox"/> FREEDOM PARK ATHLETIC FIELD |
| <input type="checkbox"/> HUNTINGTON PARK COMMUNITY CENTER | <input type="checkbox"/> KEVIN DE LEON SOCCER FIELD |
| <input type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK RECREATION CENTER | <input type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK ATHLETIC FIELD |
| <input type="checkbox"/> ROBERT H. KELLER PARK | <input type="checkbox"/> ROBERT H. KELLER PARK PICNIC SHELTER |
| <input type="checkbox"/> SALT LAKE PARK CLUB ROOM # _____ | <input type="checkbox"/> SALT LAKE PARK BALL FIELD # _____ |
| <input type="checkbox"/> SALT LAKE PARK BATTING CAGES | <input type="checkbox"/> SALT LAKE PARK GYMNASIUM |
| <input type="checkbox"/> SALT LAKE PARK LOUNGE | <input checked="" type="checkbox"/> SALT LAKE PARK SOCIAL HALL |
| <input type="checkbox"/> SALT LAKE PARK SOCCER SQUARE | <input type="checkbox"/> SENIOR PARK |
| <input type="checkbox"/> OTHER _____ | |

C. EVENT INFORMATION

1. Event Description (provide a detailed description of the event, its purpose, and the activities that will take place).

This is the 5th Annual Conference on Domestic Violence & Sexual Assault that we have hosted. Last year, we hosted approximately
60 guests at our event, which took place at the Huntington Park Community Center. The year before, a victim attended the event and was
able to be placed in an emergency shelter quickly as a result of the resources available at our event.

Anticipated Daily Attendance 80 Anticipated Total Attendance 80

2. Is your organization an official non-profit organization 501(c)3? Yes No
- If yes, list the non-profit tax ID number _____
3. Will you be charging a fee for this event? Yes No
- If yes, list all fees _____

4. Will the event be open to the public?

Yes

No

5. Is this event a fundraiser?

Yes

No

D. EVENT DATES AND TIMES

Set-up Date(s)	<u>10/13/18</u>	Set-up Start Time	<u>8:00am</u>
Event Start Date(s)	<u>10/13/18</u>	Event Start Time	<u>10:00am</u>
Event End Date	<u>10/13/18</u>	Event End Time	<u>3:00pm</u>
Breakdown Date(s)	<u>10/13/18</u>	Breakdown End Time	<u>3:30</u>

E. FEE WAIVER INFORMATION

Please complete ONLY the section which applies to your event (Intergovernmental Cooperation, Non-Profit, Private Business or Organization or City Sponsored Event)

Intergovernmental Cooperation (Applicant is a government agency)

Name of Specific Department/Unit Responsible for Event _____

How does this event benefit the residents of Huntington Park? _____

Why is it necessary to hold this event at a City facility? _____

Non-Profit Organization

Private Business, Organization or Individual

*Non-profit organization will be required to provide verification of tax-exempt status.

Do you provide a service solely to the residents of Huntington Park? YES NO

Indicate the negative impact or financial hardship that the normal facility fees would create for your event or agency. You may attach a budget or financial statement for your organization to clarify the reason for your fee waiver request.

As one of the smallest women's club in the Federation, we have a big goal - to open a family crisis center

However, we lack the capacity to fundraise at a high level. The fee waiver for this event will allow us

to continue to offer this event, and save the money we raise to accomplish our goal.

What significant value or benefit will your event provide to Huntington Park residents? _____

The event provides information and resources related to domestic violence, which impact families in this community significantly.

This year our goal is to have a resource fair where families can immediately apply for financial assistance and other resources they may need to mitigate being in an unsafe situation.

City-Sponsored Event

See the Park Facility Use Fee Waiver Policy for details about City-sponsored event requests.

Does your organization have, or is it in the process of receiving, a tax-exempt status? YES NO

Explain why the City should be a co-sponsor of your event: _____

F. FEE WAIVER REQUEST

Are you requesting a 100% waiver of all applicable rental fees? YES NO

If "NO" which fees are you requesting to be waived? (Note: refundable security deposit may not be waived) _____

- Facility Fee \$ _____
- Personnel (Staffing) \$ _____
- Janitorial \$ _____
- Equipment/Material \$ _____

G. REVIEW PROCESS

You will be notified within 5 business days of submission of your application whether your request has been denied or will be referred to the City Manager, PARC Commission, and/or City Council for review. Fee waiver requests less than \$250 in indirect fees may be considered by the City Manager, PARC Commission and/or City Council. For additional details, review the Park Facility Use Fee Waiver Policy.

H. Applicant Signature

I understand and agree to abide by all of the Facility Fee Waiver and Facility Rental regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

SIGNATURE *[Signature]* DATE 08-20-18

-STAFF USE ONLY-

APPLICATION RECEIVED BY *[Signature]* DATE RECEIVED 8/21/18 APPLICATION APPROVED BY _____

ALL CRITERIA FOR FEE WAIVER HAS BEEN MET? YES NO FEE WAIVER STATUS APPROVED DENIED CONDITIONAL

TOTAL FEES WAIVED \$ _____ FACILITY FEES DUE _____ LIGHT FEES DUE _____

STAFF FEES DUE _____ CHALKING FEES DUE _____ TOTAL DUE _____

APPROVED BY _____

ATTACHMENT "B"



WOMEN'S CLUB HUNTINGTON PARK



Promoting health, education and social justice for women and working families.

CO-FOUNDER
Ofelia Hernandez

PRESIDENT
Ivonne Correa

1st VICE PRESIDENT
Laura Herrera

2nd VICE PRESIDENT
Cristina Basurto

TREASURER
Evelia Castillo-Rodriguez

RECORDING SECRETARY
Liliana Argüello

CORRESPONDING SECRETARY
Open

PARLIAMENTARIAN
Blanca Claire

HISTORIAN
Ofelia Hernandez and Maria Kennedy

MEMBERSHIP CHAIR
Open



GFWC
*Women's Club of
Huntington Park,
Est. 1907*

Address:
*P.O.Box 5237
Huntington Park,
CA 90255*

E-Mail:
Women39sclub@yahoo.com



August 17, 2018

Ms. Cynthia Norzagaray
Director of Parks & Recreation
City of Huntington Park
3401 E. Florence Avenue
Huntington Park, CA 90255

Dear Ms. Norzagaray,

I write on behalf of the GFWC Women's Club of Huntington Park to respectfully request your assistance to waive the fee for the rental of the Salt Lake Park Social Hall on Saturday, October 13, 2018. On that day, The Women's Club would like to host the 5th Annual Conference on Domestic Violence & Sexual Assault.

Domestic violence is a multifaceted dilemma created by violence in the form of physical abuse, verbal abuse, emotional abuse, elder abuse, rape, human trafficking and murder. The purpose of the conference is to provide information and resources to community leaders, advocates and residents about the ways to address domestic violence. We invite experts in the field to talk about key issues and suggest ways for the community to deal with them in a healthy manner. Our conference is vital to the residents of the City of Huntington Park because it is the only one of its type in the area. Last year, one of the conference attendees was able to access emergency shelter services through a referral that she received at the event.

As one of the smallest GFWC Women's Clubs in the federation, we host the largest domestic violence event in the district. Our ultimate goal is to open a family crisis center in Huntington Park. However, we lack the capacity to fundraise at a high level. In the interim, we have decided to host this community event to gain visibility in the area. Given our lack of fundraising capacity, we ask for a fee waiver so that we can save all the money we have to eventually achieve our goal.

In general, we cannot host community events without sponsors, in-kind donations and/or ticket sales.

We do not make money from this event. We seldom even cover the related expenses.

Best Regards,

Ivonne Correa, President
GFWC Women's Club of Huntington Park
323-449-7221 ♦ Women39sclub@yahoo.com

Liliana Argüello, Secretary
GFWC Women's Club of Huntington Park
310-228-0959 ♦ larguello@att.net



WOMEN'S CLUB HUNTINGTON PARK

Promoting health, education and social justice for women and working families.

CO-FOUNDER
Ofelia Hernandez

PRESIDENT
Ivonne Correa

1st VICE PRESIDENT
Laura Herrera

2nd VICE PRESIDENT
Christina Basurto

TREASURER
Evelia Castillo-Rodriguez

RECORDING SECRETARY
Liliana Argüello

**CORRESPONDING
SECRETARY**
Open

PARLIAMENTARIAN
Blanca Claire

HISTORIAN
Ofelia Hernandez and Maria
Kennedy

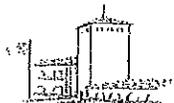
MEMBERSHIP CHAIR
Open



GFWC
Women's Club of
Huntington Park,
Est. 1907

Address:
P.O. Box 5237
Huntington Park,
CA 90255

E-Mail:
Women39club@yahoo.com



August 17, 2018

Ms. Cynthia Norzagaray
Director of Parks & Recreation
City of Huntington Park
3401 E. Florence Avenue
Huntington Park, CA 90255

Dear Ms. Norzagaray,

I write on behalf of the GFWC Women's Club of Huntington Park to respectfully request your assistance to waive the fee for the rental of the Salt Lake Park Social Hall on Saturday, October 13, 2018. On that day, The Women's Club would like to host the 5th Annual Conference on Domestic Violence & Sexual Assault.

Domestic violence is a multifaceted dilemma created by violence in the form of physical abuse, verbal abuse, emotional abuse, elder abuse, rape, human trafficking and murder. The purpose of the conference is to provide information and resources to community leaders, advocates and residents about the ways to address domestic violence. We invite experts in the field to talk about key issues and suggest ways for the community to deal with them in a healthy manner. Our conference is vital to the residents of the City of Huntington Park because it is the only one of its type in the area. Last year, one of the conference attendees was able to access emergency shelter services through a referral that she received at the event.

As one of the smallest GFWC Women's Clubs in the federation, we host the largest domestic violence event in the district. Our ultimate goal is to open a family crisis center in Huntington Park. However, we lack the capacity to fundraise at a high level. In the interim, we have decided to host this community event to gain visibility in the area. Given our lack of fundraising capacity, we ask for a fee waiver so that we can save all the money we have to eventually achieve our goal.

The budget for this event can be found below. In general, we cannot host community events without sponsors, in-kind donations and/or ticket sales.

Revenue	
Raffle of multiple donated items	\$80
Expenses	
Marketing & Printing	150
Certificates	70
Food & Beverages, Plates, Napkins, etc.	150
Art Supplies	75
Net Income	<u><u>(\$365)</u></u>

We do not make money from this event. We seldom even cover the related expenses.

Best Regards,

Ivonne Correa, President
GFWC Women's Club of Huntington Park
323-449-7221 ♦ Women39club@yahoo.com

Liliana Argüello, Secretary
GFWC Women's Club of Huntington Park
310-228-0959 ♦ larguello@att.net

ATTACHMENT "C"

City of Huntington Park • Department of Parks & Recreation

3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.hpca.gov

Invoice

BILL TO
GFWC Women's Club of Huntington Park PO Box 5237 Huntington Park VA 90255 HP_Correa@yahoo.com 310-228-0959

INVOICE DATE	INVOICE NO.
8/22/2018	HP-F1239

Event:
GFWC - 5th Annual Conference on Domestic Violence & Sexual Assault

Parks and Recreation Facility	QUANTITY	RATE	TOTAL
SLP Lounge	0		\$0.00
SLP Social Hall	7.5	\$31.00	\$232.50
SLP Club Room #1	0		\$0.00
SLP Club Room #2	0		\$0.00
SLP Club Room #3	0		\$0.00
SLP Club Room #4	0		\$0.00
SLP Mat Room	0		\$0.00
SLP Muni Building Weekday	0		\$0.00
SLP Muni Building Weekend	0		\$0.00
SLP Gymnasium	0		\$0.00
SLP Muni Picnic Shelter	0		\$0.00
Community Center (HPCC)	0		\$0.00
Community Center Kitchen (HPCC)	0		\$0.00
Community Center (HPCC) + Senior Park	0		\$0.00
Senior Park + Pavillion	0		\$0.00
Bissel Parking Lot	0		\$0.00
Community Center (HPCC) Parking Lot	0		\$0.00
Perez Park Event Room A	0		\$0.00
Perez Park Event Room B	0		\$0.00
Perez Park Event Room C	0		\$0.00
Perez Park Event Room A+B+C	0		\$0.00
Perez Park Parking Lot	0		\$0.00
Perez Park Amphitheatre	0		\$0.00
Freedom Park Community Center	0		\$0.00
Keller Park Picnic Shelter	0		\$0.00
Kitchen	1	\$78.00	\$78.00
Personnel (Staff Supervision)	4	\$19.00	\$76.00
Rount Tables	10	\$6.87	\$68.70
Chairs (Black)	86	\$1.07	\$92.02
Podium	0		\$0.00
Wireless Mic	1	\$47.47	\$47.47
Speaker	1	\$49.97	\$49.97
8 Ft. Rectangular Tables	5	\$8.25	\$41.25
Linen (6' Round Black)	10	\$10.50	\$105.00
Linen (8' Rectangular Black)	5	\$8.88	\$44.40
Projector Screen	1	\$48.48	\$48.48
Parking Lots	0		\$0.00
Application Fee	0		\$0.00
JANITORIAL FEE			\$204.00
DEPOSIT			\$500.00
PAYMENTS / CREDITS			\$0.00
TOTAL DUE TO CITY OF HUNTINGTON PARK			\$1,587.79



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 18, 2018

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 FOR AUTHORIZATION TO PURCHASE ONE POLICE PATROL MOTORCYCLE AND SUPPLEMENTARY EQUIPMENT FOR THE TRAFFIC ENFORCEMENT UNIT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the requisition of funds to purchase one new Police Patrol Motorcycle and associated emergency response equipment for the Traffic Enforcement Unit;
2. Authorize additional budget appropriation of \$40,542.24 from the Forfeiture Fund Account #229-7010-421.74-10; and
3. Authorize Chief of Police to purchase the motorcycle and associated emergency response equipment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Police Department maintains a fleet of police patrol motorcycles that are distinctively marked and are recognized in the community as police service motorcycles. These motorcycles are driven by specially trained Traffic Enforcement Unit officers in the performance of their duties. In order continue to meet the need to investigate traffic collisions and growing community demand for high level and efficient traffic enforcement throughout the City and at schools, the Traffic Enforcement Unit requires the addition of one motorcycle to its fleet.

The Police Department strives to perform pro-active traffic enforcement throughout the community in order to prevent traffic collisions, improve the safety of motorists, bicyclist,

and pedestrians, and to improve school traffic circulation during peak hours. Not limited to the following are some collective demands for on-going targeted traffic enforcement;

- Requests by residents who report concerns directly to the Police Department.

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE ONE POLICE PATROL MOTORCYCLE AND SUPPLEMENTARY EQUIPMENT FOR THE TRAFFIC ENFORCEMENT UNIT

September 18, 2018

Page 2 of 4

- Requests by residents who attend Meet Your Police and Members of the City Council community meetings.
- Requests by residents who report concerns to City Hall front desk reception.
- Requests by residents who attend City Council Meetings Public Comment.
- Requests by staff or administrators from various schools in the community.
- Requests by the City's Traffic Authority Board.
- Requests by members of the City Council.
- Review of Police Department traffic collision data.
- Office of Traffic Safety (OTS) grant traffic enforcement requirements.

In addition to the growing demand for traffic enforcement and the need to expand the Traffic Enforcement Unit, the current police motorcycles are either at the end of their service life cycle, or will soon be. The Police Department currently has the following three (3) motorcycles assigned;

- (2) – 2013 Victory motorcycles. One has over 36,000 odometer miles. The other has over 25,000 odometer miles. Each of these motorcycles is 5 years old and although they are still reliable, the manufacturer (Victory) went out of business in January 2017, which will make getting parts and performing maintenance for these motorcycles difficult into the future.
- (1) - 2003 BMW motorcycle, with over 55,000 odometer miles. This motorcycle is 15 years old and has sustained many repairs over the years. Although, it is still relatively reliable and the mileage is in the moderate range, it should be cycled out of service due to its age and growing demand for repairs and maintenance.
- All three motorcycles are no longer under manufacturer warranty and the City bares the full cost of maintenance and repairs. It should also be noted that odometer miles are true driven miles, which do not account for idle miles and harsh riding conditions these motorcycles endure in our

densely populated community and the rigorousness of providing police traffic enforcement and calls for service response.

In addition to meeting the need to investigate traffic collisions and growing demand for pro-active traffic enforcement, police motorcycles are highly visible in the community

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE ONE POLICE PATROL MOTORCYCLE AND SUPPLEMENTARY EQUIPMENT FOR THE TRAFFIC ENFORCEMENT UNIT

September 18, 2018

Page 3 of 4

and are always used in various City functions, special events, and other community presentations, such as;

- The annual Holiday Parade
- CicLAvia or Open Streets type events
- The annual 5K Run
- National Night Out
- School presentations
- Community presentations

RECOMMENDATION

Authorize the purchase of one new 2018 BMW 1200 RT-P High Speed black & white motorcycle, which is manufactured by BMW specifically for police service and is pursuit rated and certified. This motorcycle is a popular model in the police industry and widely used by police agencies across the State. One of the most important factors to consider when evaluating purchase of this motorcycle is that it is equipped by BMW with safety technology, which adds to the officers' safety while riding. None of the other major motorcycle manufacturers; namely Honda, Kawasaki, & Harley Davidson offer this added safety technology.

PROCUREMENT PROCESS

The City Council is asked to consider the purchase of this police motorcycle as a sole source purchase from Long Beach BMW Motorcycles, in the City of Long Beach, CA. Staff recognizes the City's usual procurement process requires three bids for a purchase of this nature. However, Long Beach BMW Motorcycles has been identified as an exclusive retailer of BMW police motorcycles in California.

Included with this report is Sacramento Police Department's current 3 year sole source purchasing contract with Long Beach BMW Motorcycles. This contract was established by Sacramento Police Department in February 2017 after a comprehensive bidding process. Through the bidding process, Sacramento Police Department determined Long Beach BMW Motorcycles to be; "the only responsive and responsible bidder". Long Beach BMW Motorcycles has honored the Sacramento bidding process and extended the City of Huntington Park the same price per Motorcycle. Staff believes the Sacramento Police Department bidding process vetted the best price available for the desired motorcycle model and it would be prudent of the City to take advantage of the piggy-back opportunity extended by Long Beach BMW Motorcycles.

Also included with this report are respective quotes for emergency lighting equipment, police radio equipment, and police decals, to be provided and installed by service providers already retained by the Huntington Park Police Department to fulfill these specialty equipment needs to all police department fleet vehicles, (including motorcycles).

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE ONE POLICE PATROL MOTORCYCLE AND SUPPLEMENTARY EQUIPMENT FOR THE TRAFFIC ENFORCEMENT UNIT

September 18, 2018

Page 4 of 4

FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is **40,542.24**, which requires an additional budget appropriation from fund balance in the Police Forfeiture Fund. Below is the cost breakdown. The expanded quotes are attached for Council's review. It should be noted that the quotes reflect pricing for two motorcycles, not one, but the respective vendors will honor the pricing for one motorcycle, which is equal to half the price of each quote.

Item	Cost per unit
BMW Motorcycle	26,519.18
Emergency lights and police radio installation	1,625.83
Motorola police radio	9,395.96
Police motorcycle decals	295.00
Associated sales tax and other fees	2,706.27
Total	40,542.24

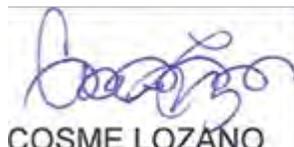
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. Sacramento Police Department Sole Source Purchasing Contract
- B. Long Beach BMW Motorcycles Quote
- C. B&H Signs Police Decals Quote
- D. Motorola Solutions Police Radio Equipment Quote

ATTACHMENT "A"



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2017-00165

February 28, 2017

Consent Item 09

Title: Contract: Purchase of Five Motorcycles for the Police Department

Location: Citywide

Recommendation: Pass a Motion: 1) awarding a one-year contract with two one-year renewal options to Long Beach BMW Motorcycles—the only responsible bidder—for the purchase of five BMW 1200 RT-P High Speed, Black and White motorcycles for the Police Department in an amount not to exceed \$300,000 for the three-year period; and 2) authorizing the City Manager or the City Manager's designee to execute the contract specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

Contact: Kindelberg Morales, Program Specialist, (916) 808-6631; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Bid Results
- 3-Contract

Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has a customer requirement to purchase replacement motorcycles for ongoing operations.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56.

Economic Impacts: None

Environmental Considerations: No environmental review is necessary because the recommendations in this report involve the purchase of motorcycles and are not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act Guidelines.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The DPW, Fleet Management Division, has a customer requirement to purchase replacement motorcycles for ongoing operations. On December 21, 2016, Fleet Management, in accordance with City Code Chapter 3.56, issued Invitation for Bid No. B17153311004 for BMW 1200 RT-P Police Motorcycles. The only responsive and responsible bidder is Long Beach BMW Motorcycles.

Financial Considerations: The recommended contract with Long Beach BMW Motorcycles in an amount not to exceed \$300,000 will be used to purchase five replacement motorcycles for the Police Department. These purchases will be made from the DPW operating budget (Fleet Fund, Fund 6501) and will be charged to the Police Department's multi-year operating project (MYOP) for replacement vehicles and equipment. Sufficient funds are available in each of these budgets for purchases through June 30, 2017. Purchases made after June 30, 2017 are subject to funding availability in the adopted budgets of the applicable fiscal year.

Local Business Enterprise (LBE): Long Beach BMW Motorcycles is not an LBE. The minimum LBE participation requirement is waived for the procurement of supplies totaling greater than \$100,000 because of the limited number of local suppliers and subcontracting is generally not practical or financially beneficial to the City.

Bid Results - Bid No. B17153311004

BMW 1200 RT-P Police Motorcycle

	Long Beach BMW Motorcycles
BMW 1200 RT-P Police Motorcycles (5)	\$130,273.70
5% LBE Preference	\$0
1% City Limit Preference	\$0
Prompt Payment Discount	\$0
8.50% Sales Tax	\$11,073.26
Freight	\$0
Total Bid Evaluation	\$141,346.96

Long Beach BMW Motorcycles is the only responsive bidder. The recommended contract amount of \$300,000 with Long Beach BMW Motorcycles more closely reflects the actual amount anticipated to be expended overall for the potential contract period.

Bid Number:	B17153311004
Bid/Contract Title:	BMW 1200 RT-P Police Motorcycle

Bids must be received prior to 2:00 PM on:

Wednesday **1/11/17**

Late bids *will not* be accepted.

Bids must be submitted to:

**OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
SACRAMENTO CITY HALL
915 I STREET
SACRAMENTO CA 95814-2613**

Pre-bid conference
and Q&A information

See page 4

Bidder to complete the following information:

Bidder Name:	LONG BEACH BMW MOTORCYCLES
Address:	2125 E. SPRING ST.
City, State, ZIP code:	LONG BEACH, CA. 90806
Contact name:	CHARLES BERTHON
Contact phone number:	562.426.1200
Contact email address:	cberton@lb-bmw-motorcycles.com

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a bid that contains false information. The return of a signed copy of this bid solicitation shall constitute a promise to supply in

accordance with terms and conditions shown herein. **All bid submissions become public record.**

Table of Contents

Section number and name	Page
I. Bid Instructions	3
II. Terms and Conditions	6
III. General Contract Conditions	7
IV. Local Ordinances and Programs	12
V. Insurance Requirements	17
VI. Special Provisions	19
VII. Technical Specifications	25
VIII. Items Requiring Bidder's Response	36
IX. Contract Approval and Attestation	43

About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of 479,686. Sacramento is a progressive city with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government. It has an annual budget of \$961 million and 4,484 full-time equivalent positions.

This Bid/Contract document was prepared by:

<i>Name:</i>	Justin Shaw	<i>Title:</i>	Fleet Management Technician
<i>Department:</i>	Public Works	<i>Division:</i>	Fleet Management

1.) Bid Instructions

1.) CITY CODE: All provisions of Chapter 3.56 of the City of Sacramento ("City") Code are applicable to any bid submitted or Contract awarded.

2.) OFFICIAL ELECTRONIC COPY: A copy of the bid document and other documents may be obtained by Registered Vendors only through the City of Sacramento's official web Bid Center. aka "PlanetBids". The link to the site is:
<http://www.PlanetBids.com/portal/portal.cfm?CompanyID=15300>

3.) ADDITIONAL BID INFORMATION: All Addenda and other information will be found at the above official City Bid Center.

4.) EXTENSION OF TIME FOR SUBMITTAL: Notification of a change to the submittal deadline shall be sent automatically by the Bid Center system to all Potential Vendors (those registered vendors who have previously downloaded the bid document).

5.) LATE BIDS NOT ACCEPTED: Bids received after the deadline, or bids submitted in a manner contrary to that prescribed in the bid, shall be deemed non-responsive.

6.) THIRD PARTY SOURCES OF THE BID DOCUMENTS: The City is not responsible for bid documents obtained through third-party sources, such as plan rooms or aggregate bid services. Such documents may be incomplete and bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official bid documents and to receive emails concerning any changes to the bid. **Questions about the Bid Center electronic bid platform shall be addressed to the City of Sacramento Procurement Services Division at 916-808-6240.**

7.) ALL INFORMATION REQUESTED: All information requested shall be entered into the appropriate space on all forms and/or provided fields. Failure to do so may cause your bid to be deemed non-responsive. Bids must comply in all respects with the requested specifications.

8.) DEVIATION FROM SPECIFICATIONS: If the bidder has indicated that the item offered does not comply in all respects with the specifications stated in the bid document, the bidder is to list in detail any and all deviations. The City is under no obligation to consider an alternative bid and may accept or deny the alternative without explanation.

9.) BRAND NAMES: Brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. When a brand name, model number, or level of quality or performance is not stated by the bidder, it shall be understood that the offer is exactly as requested in the bid document.

10.) EQUIVALENT ITEMS: Items may be bid that are equivalent to the item stated in the bid document unless the bid document states that no alternatives will be accepted. Offers for equivalent items shall state the brand and model number. The bidder may attach appropriate documentation to support their claim of equivalency. The burden of proof and the cost of analysis shall be the responsibility of the bidder. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's decision shall be final.

11.) SAMPLES: Samples of items, when requested, shall be furnished free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. The costs of returning samples to the bidder shall be the responsibility of the bidder and shall be returned only upon written request.

12.) EQUIPMENT: All equipment is to be new, unused, and the latest model in current production. Used, remanufactured, shopworn, demonstrator models, prototypes, discontinued models, or any other categorically synonymous descriptions are not acceptable unless explicitly stated in the bid document.

13.) VISITS TO CITY SITES: Some City facilities charge for parking and some City facilities require photo ID for admittance. Bidders should consider these requirements when attending a pre-bid conference, hand-delivering a bid, or fulfilling requirements of the Contract.

14.) TIME OF DELIVERY: The time of delivery may be a consideration of award. Time of delivery shall be stated as the number of calendar days following the receipt of the purchase order by the Bidder to the time of receipt of the goods or services at the correct City location.

15.) PAYMENT TERMS: Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the bidder. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

16.) INTEREST IN MORE THAN ONE BID: No bidder submitting any bid shall knowingly be interested in more than one bid as the principal bidder pursuant to City Code section 3.56.130(D).

17.) AUTHORIZED SIGNATURE: The bid shall be signed by a representative of the bidding party who is legally authorized to bind the party to all of the terms and conditions of the Contract. The signatory shall indicate the capacity in which the signature is executed.

18.) BID EVALUATION: The City reserves the right to disregard mathematical errors and to correct said error. When the item price and extended price are in conflict, the City shall use the item price in the bid evaluation. If an item price is omitted, the total price shall be divided by the estimated quantity to determine the item price. If the Bid requires that the Bidder bid on all line items, and neither the item price nor the extended price of an item is offered, the bid shall then be deemed non-responsive.

19.) AWARDS: The lowest responsible bidder shall be determined pursuant to City Code 3.56.020. The City reserves the right to (a) award in whole or in part (b) reject all partial bids; (c) reject any or all bids; (d) issue subsequent Invitations For Bids (IFB); (e) approve or disapprove the use of a particular subcontractor; (f) waive any informality or irregularity in the bidding process and any bids; and (g) accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB. The City reserves the right to make multiple awards in order to provide alternate supply sources to insure continuity of supply. The City's decision shall be final.

20.) PRE-AWARD CONFERENCE: The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms and reports will be submitted by the Contractor for final approval.

21.) EMERGENCY/DECLARED DISASTER REQUIREMENTS: In the event of an emergency declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to servicing the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of such disruption which may include, but not be limited to, a copy of the letter or notification from the source of supply or service stating the reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22.) CALIFORNIA INCOME TAX WITHHOLDING STATUS: All Contractors providing goods or services to the City must certify their California income tax withholding status by filing a California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

23.) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (Form W-9): All Contractors providing goods or services to the City must file a current revision of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

24.) "PIGGYBACKABLE" CONTRACT: If mutually agreeable to both parties, the use of any resulting Contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

25.) BID PROTEST: Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with these sections of the Sacramento City Code shall be invalid and shall not be considered. Sections 3.60.460 through 3.60.560 of the Sacramento City Code are available at:

<http://www.qcode.us/codes/sacramento/>

I.) Bid Instructions

26.) CITY DEPARTMENT / DIVISION / CONTACT INFORMATION

Department:	Public Works
Division:	Fleet Management
Contact name:	Justin Shaw
Contact phone number:	916-808-1049

27.) Q&A SUBMITTAL DIRECTIONS

Submit questions prior to:

Date:	01/04/2017	Time:	4:00 PM
-------	------------	-------	---------

Submit Questions via:

The City's Bid Center ("PlanetBids") Q&A tab for this bid.

(Answers will be posted to the City's Bid Center Q&A tab or by the issuing of an Addendum a minimum of 72 hours before the deadline to submit the bid.)

-OR-

Submit questions to:

jshaw@cityofsacramento.org

Oral explanations or oral instructions shall not be binding on the City. Information obtained from sources other than those stated above may be invalid and responses using this unofficial information may be deemed non-responsive. Additionally, contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

28.) PRE-BID CONFERENCE MEETING

No

Yes, attendance is optional **-OR-** Yes, attendance is MANDATORY

NOTE: Bids from bidders who do not attend a MANDATORY pre-bid meeting shall be deemed non-responsive.

Date:	
Time:	
Location name:	
Address:	
Bldg./Floor/Room:	
City:	

I.) Bid Instructions

29.) Bond Information

Bid bond:	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required ^(a)	%
Performance bond:	<input checked="" type="checkbox"/> Not required	<input type="checkbox"/> YES, required ^(b)	%

^(a) Pursuant to City Code section 3.56.150 and 3.56.190

^(b) Pursuant to City Code section 3.56.200

Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the Contract. Bid security of the successful Contractor will be returned when the Contract is signed and all other Contract award requirements have been met.

Performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney. The performance bond must be submitted by the successful bidder within ten days of the notification of intent to award the Contract.

30.) Timeframe

Number of days that Bid is valid:	Ninety (90) calendar days after bid opening date
Anticipated start date of Contract*:	03/01/2017
<input type="checkbox"/> One-time purchase	<i>("One-time purchase" = Contract expires upon final payment by the City)</i>
-OR-	
<input checked="" type="checkbox"/> Duration of Contract:	One-Year Term from date of Council Approval
Contract renewal information:	Upon mutual agreement, the contract may be extended for two additional one-year terms.

Within ninety (90) days after the bid opening, a Contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a Contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with their bid. The City may accept this bid offer by issuance of a Notification of Intent to Award and approval by the Sacramento City Council any time on or before the ninetieth (90th) day following the date of the bid opening. This offer shall be irrevocable for 90 days after the bid opening or 90 days after the City Council awards the bid, whichever comes last, however, this period may be extended by mutual agreement of both parties.

31.) Bid Opening

- Bidders are invited to be present at the opening of the bids.
- Bids will be opened, in public, in the Historic City Council Chambers on the 2nd floor of Historic City Hall, 915 I Street, Sacramento, California.
- Bids will be opened as soon as practicable immediately following the bid submittal deadline.
- Bids may be inspected in the Office of the City Clerk, Sacramento City Hall 5th Floor, 915 I Street, Sacramento, California.

II.) Terms and Conditions

1.) CONTRACT: By submitting a bid, the bidder agrees to fully perform each and every provision of the bid. The Contract shall be awarded upon approval by the City of Sacramento ("City") Council. The Contract shall include all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract.

2.) DELIVERY: All shipments are F.O.B. destination with freight prepaid unless otherwise stated in the IFB. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products and/or services deemed necessary under this Contract. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

3.) TIME FOR DELIVERY: Time is of the essence in the delivery of services and/or items procured through this Contract. Contractor shall notify the City department if unable to make delivery on or before the Due Date. Periods of performance may be extended if, in the sole opinion of the City, the cause of delay justifies an extension.

4.) MISCELLANEOUS CHARGES: No additional charges shall be allowed unless specified in this Contract, including but not limited to: charges for transportation, fuel surcharges, containers, and packing.

5.) HOLD HARMLESS: The Contractor shall defend, indemnify, and hold the City of Sacramento, its officers, agents, and employees, harmless from and against any and all claims, actions, costs, proceedings, damages, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the Contractor's or the City's use of any copyrighted, or non-copyrighted composition, process, patented or non-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at Contractor's expense, any and all actions brought against the City of Sacramento or themselves because of unauthorized use of such articles.

6.) EXCISE TAX: The City of Sacramento, as a government agency, is exempt from the payment of Federal Excise Tax. An exemption certificate will be issued upon request. If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price.

7.) SALES AND USE TAX: The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item. On out-of-state purchases, the Contractor shall list their Use Tax Permit Number issued by the California State Board of Equalization which authorizes the Contractor to charge and collect California Sales Tax. The Purchase Order ("PO") will include sales tax, if applicable to the purchase, regardless of whether an out-of-state collector collects California State sales tax or not. The City shall pay Use Tax directly to the Board of Equalization if the out-of-state Contractor is not required to collect California Sales Tax.

8.) BUSINESS OPERATIONS TAX CERTIFICATE (BOTC): The Sacramento City Code requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate issued by the City Revenue division.

9.) LICENSES AND PERMITS: The Contractor represents and warrants that the Contractor has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to furnish supplies and/or services under the Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

10.) GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELING CHEMICALS: It is mandatory for a manufacturer, supplier, or distributor, to supply a SDS (Safety Data Sheet) with the first shipment of hazardous material to each City location receiving the material. Also, when the content of a SDS is revised, the Contractor is required to provide a revised SDS to each City location receiving the material.

11.) CONTRACTOR COUNTEROFFERS AND DIFFERENT TERMS AND CONDITIONS: The City's subsequent performance shall not be

construed as either acceptance of additional and/or different Terms and Conditions or a counteroffer by the Contractor, nor shall the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the Terms and Conditions contained herein. All materials and/or services supplied by the Contractor shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, as well as conforming to the requirements contained herein. The California Commercial Code shall apply except as otherwise provided in the Contract.

12.) INSPECTION AND ACCEPTANCE: Inspection and acceptance will be at the destination (the "Ship To:" address), unless otherwise stated. Risk of loss will be on the Contractor until the delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the City. Notwithstanding the requirements for any City inspection and test contained in specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the City, the Contractor shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified herein. The cost of storing rejected material and the cost for shipping rejected material back to the origin point shall be borne by the Contractor.

13.) VARIATIONS IN QUANTITY: No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.

14.) DEFAULT BY CONTRACTOR: In case of default by the Contractor, the City of Sacramento reserves the right to procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and actual cost thereof to the City of Sacramento. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

15.) PAYMENT TERMS: Payment terms are Net 30 days unless otherwise indicated and accepted by the City. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of the invoice, whichever is latest.

16.) INVOICING: Invoice shall be submitted to the "Bill To:" address specified in the PO. The invoice shall contain the following information: PO number, unique invoice number, description of supplies or services, item numbers, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of the shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the City determines, in its sole discretion, that the amount due on such partial deliveries so warrants. Requests for payment status should be addressed to the City department as indicated in the "Bill To:" address.

17.) COMMERCIAL WARRANTY: The Contractor agrees that the supplies and/or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity or by any other clause of this Contract.

18.) SEVERABILITY: If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of the Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by the law.

19.) BINDING EFFECT / ASSIGNMENT OF CLAIMS: This Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the parties. Claims for monies due or to become due under this Contract shall be assigned only with prior written consent of the City Manager or his/her designated representative.

20.) GOVERNING LAW: This Contract shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Contract shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over the persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

III.) General Contract Conditions

1. **Independent Contractor.**
 - A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
 - B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations herein, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
 - C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
 - D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.
2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board.

III.) General Contract Conditions

commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
 - B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
 - C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
 - D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C. above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
 - A. This Agreement shall become effective on the date that it is approved by both parties and shall continue in effect until

III.) General Contract Conditions

both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Funding Availability.

- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
- B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
- C. The Contract shall terminate without penalty at the end of the City's fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination.
- D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal

III.) General Contract Conditions

Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **Severability**. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
14. **Waiver**. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement**. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
16. **Assignment Prohibited**. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
17. **Binding Effect**. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 11, above.
18. **Compliance with Laws**. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without

III.) General Contract Conditions

limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

19. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Q&A responses, if applicable
- E. Special Provisions.
- F. Bid Instructions and Requirements
- G. General Conditions
- H. Technical Specifications and/or Plans

IV.) Local Ordinances and Programs

The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including, but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's Contracting for supplies and nonprofessional services. The lowest responsible shall be the responsible bidder whose bid price is the lowest after all bid price are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required in subsection 3, below.

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any Contract or Agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a Contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City Contract is being performed.

The Ordinance does not apply: to subContractors or subContracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal Contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of

IV.) Local Ordinances and Programs

espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of Contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed Contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working on a City Contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

IV.) Local Ordinances and Programs

ATTACHMENT A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a Contract with the City of Sacramento (the "City") for (Contract details), and as a condition of that Contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific Contract referenced above, but only for the period of time while those employees are actually working on this specific Contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

IV.) Local Ordinances and Programs

ATTACHMENT B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento Contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

IV.) Local Ordinances and Programs

2.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

3.) SUSTAINABLE PURCHASING POLICY ("SPP")

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of \$50,000.00 on any single bid procurement bid preference.

The City may terminate this Contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

<http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options>

Or by contacting the Procurement Services Division at (916) 808-6240

V.) Insurance Requirements

During the entire term of this Contract, CONTRACTOR shall maintain the insurance coverage described in this section. *The sole exception is for delivery of supplies via a common carrier.*

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Contract. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Contract.

a.) Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the CONTRACTOR, its sub-consultants, and subContractors, products and completed operations of CONTRACTOR, its sub-consultants, and subContractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subContractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide Contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.
- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation in favor of the CITY. *If no work or services will be performed on or at CITY facilities or CITY Property, The CITY Representative may waive this requirement.*

b.) Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subContractors; products and completed operations of CONTRACTOR, its sub-consultants, and subContractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and sub-Contractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

V.) Insurance Requirements

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section IV Insurance Requirements must be declared to and approved by the CITY in writing prior to execution of this Contract.

e.) Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in the bid instructions. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Contract, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates may also be faxed to (888) 355-3599,
or emailed to: certificates-sacramento@riskworks.com

- (3) The CITY may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The CITY may withhold payments to CONTRACTOR and/or cancel the Contract if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all sub-consultants and subContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection a.), above.

V.) Special Provisions

Award

The City reserves the right to reject any and all proposals as the best interest of the City may require. Consideration will be given in comparing proposals and in awarding a contract, not only to the amount of the proposal, but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the City. The City may also take into consideration product warranty, service, and parts support available in the Sacramento area, the number of satisfied users in the area, delivery dates and bidders past performance.

Guarantee

- a. The manufacturer and/or dealer delivering the vehicle/unit(s) against these specifications shall guarantee that they met the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or dealer will be required to correct the same at its expense. Failure of the manufacturer and/or dealer to bring the equipment into full compliance with all the requirements set forth in this specification within their 30 days of delivery shall constitute cause for rejection of the equipment. In case the equipment is rejected, it shall be removed promptly from the City's premises at the manufacturer's and/or dealer's expense.
- b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to the City of Sacramento, Department of Public Works, Fleet Management Division, 5730 24th Street, Building 1, Sacramento, CA 95822-3699.

Payment Terms

Payment terms are net 30 days unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

Pricing

- a. Prices are maximum for the first term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
- b. The City may consider price adjustments, only after initial contract term, based solely upon manufacturer price increase/decreases. Successful Bidder shall provide the City a written request for any such manufacturer increases/decreases. Such requests shall be addressed to Fleet Management and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum (30) day advance notice period shall be required for such requests. Requests for price increases adjustments are subject to the review and approval of the City. If an increase is granted by the City, the increase in cost shall not increase greater than 3% from the prior year.
- c. All prices quoted shall exclude Federal Excise Taxes. The City of Sacramento is exempt.

Contract Period

Any contract(s) resulting from this bid shall be effective for a period of one (1) year from the date of award.

Contract Extension:

V.) Special Provisions

Upon mutual agreement of all parties and based on the original contract terms and conditions, this contract may be extended (2) additional, (1) year terms. However, in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

Quantities

The quantity specified is based upon current known requirements and is subject to increase at the same terms and conditions if mutually agreeable to both parties within one (1) year of contract award. The City reserves the right to make additional purchases in accordance with the clauses titled "Contract Period", "Prices" and "Quantities" (additional).

Purchase Order

- a. A Purchase Order will be issued to the Contractor on the behalf of the City organization(s) who will be ordering the items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.
- b. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
- c. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.
- d. The successful bidder shall send City of Sacramento Fleet Management confirmation that the Purchase Order has been received and provide the manufacturer order number for each vehicle once the order has been placed with the manufacturer. Orders shall be placed using The City of Sacramento end user fleet identification number (FIN) code QA954.

Cooperative Purchasing

The use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification; and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

Conference (Pre-Award)

The apparent lowest responsible Bidder may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

Brand Names

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words or "City approved equal."

The Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process, or article offered by the contractor is not, in the opinion of the City of Sacramento, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Sacramento is the equal thereof in every respect.

V.) Special Provisions

Inspection

Vehicle/unit(s) shall be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the dealer to pick up the vehicle(s)/unit(s), make the necessary corrections and redeliver the vehicle/unit(s) for re-inspection and acceptance. Payment and/or commencement of a discount period (if applicable) will not be made until corrective action has been made.

Delivery

Delivery shall be made to the City of Sacramento Corporation Yard South, 5730 - 24th Street, Sacramento, California, or other sites as required, within the County of Sacramento, serviced and operable with minimum half ½ tank of fuel. The Fleet Management Division shall be given a minimum of twenty-four (24) hours' notice of the Contractor's intent to deliver the vehicles/unit(s).

F.O.B.

All items are to be supplied F.O.B. delivered to City of Sacramento, California, prepaid and freight allowed.

License

If license plates are required exempt license plates shall be furnished to the City at time of vehicle delivery before payment can be made. Vehicle shall be registered to: City of Sacramento, 5730 24th St. Bldg. 1, Sacramento, CA 95822. Vendor shall obtain unit number from City Representative before registering vehicle.

Warranty

- a. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Sacramento regardless of the method of delivery for each unit. Warranty time to start when vehicle(s) are placed in operation, not delivered.
- b. The complete vehicle and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.
- c. The successful bidder shall list the nearest factory trained authorized repair facilities and guarantee that there will be adequate parts inventory to perform warranty repairs and provide product support for the time units are covered under manufacturers standard and extended warranties. These facilities shall be located within a 100-mile radius of Highway 99 and Capital City Freeway.
- d. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or part thereof.

Nearest Authorized BMW Motorcycle Service Center: A: S MOTORCYCLES

Address: 1125 ORLANDO AVE.

ROSEVILLE, CA. 95661

Contact Phone: 916.726.7334

- e. If the City of Sacramento is required to deliver a unit for warranty work, vendor shall reimburse City of Sacramento at the rate of \$117.00 per hour for pick-up and delivery time involved.
- f. City of Sacramento shall be furnished a "no-charge" copy of the work order(s) describing type of repair and parts replaced.

V.) Special Provisions

Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to the use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable Purchasing Policy SPP .ashx](http://portal.cityofsacramento.org/~media/Files/Finance/Procurement/sustainability/Sustainable_Purchasing_Policy_SPP_.ashx) or by contacting the Procurement Services Division at (916) 808-6240.

V.) Special Provisions

General Equipment Specifications

Manufacturing, Material, and Design Practices

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the vehicle/unit(s) will be subjected. Suspension, wheels, tires, and other component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

Heavy Duty defined

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicle/unit(s); and it shall be able to withstand unusual strain, exposure, temperature, wear, and use.

Police defined

The term "Police" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard or "Heavy Duty" production vehicle/unit(s); and it shall be able to withstand unusual strain, exposure, temperature, wear and use by law enforcement.

Specification Variances

If any of the equipment bid varies from the specifications, such variation(s) must be listed in writing and attached as part of the proposal. The City of Sacramento reserves the right to waive minor variations if, in the opinion of the Fleet Management Division, the basic vehicle(s)/unit(s) meets the general intent of these specifications.

Manufacturer's Specification

Complete specification, published literature and photos or illustrations of unit(s) proposed, shall be furnished with the bid.

Only new models in current production which are cataloged by the manufacturer and for which printed literature and specifications are available will be accepted.

Manufacturer's Standard Equipment

All equipment and components listed as standard by the manufacturer for model quoted shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, jacks - adequate to safely lift the vehicle when loaded to rated capacity, etc. Optional **equipment** as necessary to meet the following requirements of this specification shall also be supplied.

Specifications on the following pages are written with intent to meet all applicable documents but the final certification to comply shall rest with the vendor and not the City of Sacramento. Should requirements as specified not comply, the manufacturer is required to refigure and revise the specifications to meet all laws, rules, and regulations where it applies to items such as the ratings of axles, tires, wheels, brakes, batteries, cooling capacity, etc., and the City of Sacramento is to be notified thereof.

VI.) Special Provisions

Warranty and Other Requirements:

The standard manufacturer's warranty will be furnished for each unit.

- a. Minimum of one (1) year parts and labor commencing from the in service date of the unit, specified by Fleet Management.
- b. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirements in these specifications.
- c. In the event that a unit should become disabled in an area covered by warranty and Vendor/Dealer cannot perform the warranty repair within the warranty period, the Vendor/Dealer shall cover the warranty repair according to when the issue is initially reported to the Dealer/Vendor by the City and not at the time of repair.

Components

The component parts of the unit will be of proper size and design to safely withstand maximum stresses imposed by a maximum capacity load, and the manufacturer's rated loads for axles and bearings will not be exceeded when the unit is loaded to such capacity. All driving parts will have a torque capacity sufficient to transmit maximum power developed by the engine. All components will be (OEM) Original Equipment Manufacturer unless not available as an (OEM) option. All components will be mounted or installed as per component manufacturer's specifications.

Applicable Documents and Certifications

- a. Federal Motor Vehicle Safety Standard, Department of Transportation
- b. State of California Motor Vehicle Code
- c. State of California General Industrial Safety Orders
- d. State of California Health and Safety Code, Motor Vehicle Pollution Control
- e. California Occupational Safety and Health Act (O.S.H.A.)
- f. Society of Automotive Engineering Standards
- g. American Society of Mechanical Engineers (A.S.M.E.)
- h. United States Environmental Protection Agency (USEPA)
- i. California Air Resources Board (CARB).

Equipment Manual(s)

The following digital/electronic manuals shall be supplied at the time of delivery:

- a. one (1) digital/electronic owner's manual and warranty manual for each unit.
- b. one (1) digital/electronic complete service and repair manuals
- c. Hard copies shall be acceptable (Electronic copies are preferred)

VII.) Technical Specifications

NEW, UNUSED, LATEST MODEL, BMW 1200 RT-P, HIGH SPEED BLACK AND WHITE, POLICE PACKAGE, 2 WHEELED MOTORCYCLE.

This specification will be referred as the "base specification" and represents the most common builds required by the City. The City reserves the right to add or delete options as required. Bidder shall complete bid factually and indicate compliance with City proposed minimum specifications by circling "yes" or "no." Any deviation from the City proposed minimum specification including model and part numbers shall be listed under the Dealer Proposed Specifications column. Failure to specify compliance and exceptions may result in the rejection of the bid.

	City Proposed Minimum Specifications	Comply	Dealer Proposed Specifications (Exception)
Scope	The following specifications cover the development and procurement of an BMW 1200 RT-P High Speed Black and White, Police Package 2 Wheeled Motorcycle for the City of Sacramento Police Department.	yes	
	Current Model Year 2016 or newer, unused.	<input checked="" type="radio"/> Yes / No	
	Successful bidder shall be responsible for verifying dimensions, engine, transmission, suspension applications, wheelbase, frame requirements, and weight configurations of the BMW 1200 RT-P, high speed black and white, police package, 2 wheeled motorcycle to be compatible with options in this specification.	<input checked="" type="radio"/> Yes / No	
	<u>Features – Minimum, all motorcycles shall be equipped with all the current latest BMW 1200 RT-P standard equipment to the appropriate model offered. Vendor shall supply a list of standard equipment.</u>	<input checked="" type="radio"/> Yes / No	
Engine			

VII.) Technical Specifications

Type	1170cc, air/liquid-cooled, 2-cylinder engine.	<input checked="" type="radio"/> Yes / No	
Engine Power	125 bhp at 7,750 rpm.	<input checked="" type="radio"/> Yes / No	
Engine Management	Electronic intake pipe fuel injection, gasoline. Digital management BMS-K with dual ignition.	<input checked="" type="radio"/> Yes / No	
Emission	Single muffler /exhaust system. Must meet California exhaust systems.	<input checked="" type="radio"/> Yes / No	
Transmission			
Clutch	Multi-plate wet clutch, hydraulically operated.	<input checked="" type="radio"/> Yes / No	
	Gear Shift Assist Pro	<input checked="" type="radio"/> Yes / No	
Gearbox	Constant-mesh 6-speed gearbox with helical cut gears.	<input checked="" type="radio"/> Yes / No	
Drive	Maintenance free shaft drive, 2.75:1 shaft ratio.	<input checked="" type="radio"/> Yes / No	
Cooling System	Air/water precision cooled, thermostatically-controlled-micro cooled, large radiators with computer-controlled auxiliary fan drive.	<input checked="" type="radio"/> Yes / No	
Performance			
Fuel Economy	Combined City/Hwy 60 mpg at a constant 55 mph (3.9L).	<input checked="" type="radio"/> Yes / No	
Top Speed	Over 125 mph.	<input checked="" type="radio"/> Yes / No	

VII.) Technical Specifications

Electrical			
Alternator	Three-phase 540 watts output, 27 amps at idle.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Battery	Two (2), 12 volts, negative ground, gel, 19 AH, AGM maintenance-free batteries.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
	One (1) battery shall be dedicated to the operation of the specialized police equipment.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
	One (1) battery shall be dedicated to the operation of the motorcycle and the anti-lock brake system.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
	The "police equipment" battery system shall include a minimum of eight (8) special conventionally-fused circuits.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
	Linked dual battery system for recharging both batteries simultaneously from a single alternator during normal engine operation.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Wiring	All wiring to be "CAN Bus" type. <i>All motorcycles shall be wired identical.</i>	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Chassis			
Frame	Two- section frame consisting of front and rear sections, loadbearing engine-gearbox unit.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Front Suspension	BMW Telelever front wheel suspension, stanchion diameter 37 mm, central spring strut or City Fleet Management approved equal.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Front Suspension Travel	Special front shock strut police application with 4.7 inches (120 mm) of travel.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	

VII.) Technical Specifications

Rear Suspension	Cast aluminum single-sided swing arm with BMW EVO Paralever; WAD strut (travel-related damping), spring pre-loaded hydraulically adjustable (continuously variable) via hand wheel, rebound damping adjustable via hand wheel or City Fleet Management approved equal.	<input checked="" type="radio"/> Yes / No	
Rear Suspension Travel	Special travel-dependent damping system with 5.3 inches (136 mm) of travel.	<input checked="" type="radio"/> Yes / No	
Wheelbase	58.5 inches (1,485 mm).	<input checked="" type="radio"/> Yes / No	
Stand	Center stand shall be permanently fitted to the motorcycle. When deployed, it shall raise one wheel.	<input checked="" type="radio"/> Yes / No	
	One (1) locking side kick stand	Yes <input checked="" type="radio"/> No	N/A FROM BMW
Wheels and Tires	All tires supplied shall be of the make and model tested during the most recent Los Angeles County Sheriff's Department Law Enforcement Test and Evaluation Program	<input checked="" type="radio"/> Yes / No	
Wheels	Cast aluminum wheels	<input checked="" type="radio"/> Yes / No	
Front Wheel	3.50 x 17	<input checked="" type="radio"/> Yes / No	
Rear Wheel	5.50 x 17	<input checked="" type="radio"/> Yes / No	
Front Tire Specification	120/70ZR 17	<input checked="" type="radio"/> Yes / No	
Rear Tire Specification	180/55 ZR 17	<input checked="" type="radio"/> Yes / No	
Brakes	Brake material must be exactly as tested and certified during the most recent L.A.S.D Law Enforcement Motorcycle Test and Evaluation Program	<input checked="" type="radio"/> Yes / No	

VII.) Technical Specifications

Front Braking System	Dual floating disc brakes, 4-piston fixed calipers, diameter 320 mm. The hand lever shall be adjustable to accommodate the size of the operator's hand	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Rear Braking System	Single disc brake, diameter 276 mm, dual-piston floating caliper.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Rear Braking System	Rear wheel brake shall have an independent brake control, foot pedal operated. The pedal shall be located on the right side of the motorcycle.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
ABS	BMW Motorrad Integral ABS (part-integral function) required.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Dimensions			
Length	87.5 inches (2,222 mm)	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Width	38.7 inches (983 mm) / 38.8 inches (985 mm) including panniers and mirrors	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Height	55.7 inches (1,416 mm)	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Seat	Single rider, heated, black vinyl, heavy duty police type foam padded saddle seat.	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Seat Height (adjustable)	<u>Standard:</u> 31.7 / 32.5 inches <u>High Seat:</u> 32.7 / 33.5 inches <u>Low Seat:</u> 29.9 / 30.7 inches	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Weight	GVWR 1091 lbs. (495 kg)	<input checked="" type="radio"/> Yes / <input type="radio"/> No	
Wet Weight	650 lbs. (295 kg)	<input checked="" type="radio"/> Yes / <input type="radio"/> No	

VII.) Technical Specifications

Capacities			
Cargo	Minimum load carrying capacity of the motorcycle (as delivered) shall be no less than 400 lbs.	<input checked="" type="radio"/> Yes / No	
Fuel	6.6 gallons (25 liters)	<input checked="" type="radio"/> Yes / No	
Fuel Reserve	Approximately 1 gallon (4.0 Liters)	<input checked="" type="radio"/> Yes / No	
Factory Installed Accessories	Accessories shall be identical on all motorcycles delivered	<input checked="" type="radio"/> Yes / No	
	One (1) map light	<input checked="" type="radio"/> Yes / No	
	Heated hand grips with adjustment settings.	<input checked="" type="radio"/> Yes / No	
	One (1) note pad holder	<input checked="" type="radio"/> Yes / No	
	One (1) manufacturer battery charger II with power socket harness-tused	<input checked="" type="radio"/> Yes / No	
	One (1) radio power plug connector	<input checked="" type="radio"/> Yes / No	
	One (1) accessory power pigtail	<input checked="" type="radio"/> Yes / No	
	One (1) radio speaker pigtail	<input checked="" type="radio"/> Yes / No	
	One (1) front 12-volt power outlet (lighter style)	<input checked="" type="radio"/> Yes / No	

VII.) Technical Specifications

	One (1) Helmet Lock, "Motion Pro" Model# 06-1005 or City Fleet Management approved equal.	<input checked="" type="radio"/> Yes / No	
	Install rifle mount.	<input checked="" type="radio"/> Yes / No	
	Install gun lock variable timer.	<input checked="" type="radio"/> Yes / No	
Exterior			
	Night Black and Alpine White color scheme.	<input checked="" type="radio"/> Yes / No	
	Height adjustable windscreen (electronic).	<input checked="" type="radio"/> Yes / No	
	Frame mounted full fairings (front and side).	<input checked="" type="radio"/> Yes / No	
	Front and rear fenders.	<input checked="" type="radio"/> Yes / No	
	Two (2) all black law enforcement type utility, top opening, lockable saddle bags	<input checked="" type="radio"/> Yes / No	
	Lockable radio box, mounted over rear fender and behind operator's seat.	<input checked="" type="radio"/> Yes / No	
	Front (engine) protection bars constructed of stainless steel and designed to provide mountings for siren, speaker, and other accessories.	<input checked="" type="radio"/> Yes / No	
	Rear (saddlebag) protection bars constructed of stainless steel and designed to provide mountings for accessories.	<input checked="" type="radio"/> Yes / No	
Siren System	Install twin speaker electronic siren with wail, yelp, hyper-yelp, air-horn, PA. SAEJ1840 an CA Title 13 compliant 120dB (A) @ 3 m	<input checked="" type="radio"/> Yes / No	

VII.) Technical Specifications

Lighting System			
	One (1) emergency vehicle lighting module located at the rear of the motorcycle mounted on the upper-rear most area of the radio box.	<input checked="" type="radio"/> Yes / No	
	Two (2) emergency vehicle lighting modules located at the front of motorcycle. One on either side of the front fairing and windscreen.	<input checked="" type="radio"/> Yes / No	
Emergency Lighting	Code 3 lighting system (maximum 10 LEDX light heads) with alternating flash sequence, channel segregation for front and rear duplex LEDX auxiliary or City Fleet Management approved equal.	<input checked="" type="radio"/> Yes / No	
Alley Lights	Integrated alley light function utilizing separate Torus LED, selectable alternating wig-wag with emergency light operation or City Fleet Management approved equal. One (1) alley light switch	<input checked="" type="radio"/> Yes / No	
Cruise Lights	Integrated cruise light function for front and rear facing LED emergency lights to steady-burn at 10% power output or City Fleet Management approved equal.	<input checked="" type="radio"/> Yes / No	
Take-down Lights	Integrated twin TORUS LED. with selection switch for steady-burn or wig-wag alternating flash with emergency light operation or City Fleet Management approved equal.	<input checked="" type="radio"/> Yes / No	
Light Configuration			
	<u>Emergency Warning Lights:</u> 3 each Red Optix LED-X Lights 2 each Amber Optix LED-X Lights 5 each Blue Optix LED-X Lights	<input checked="" type="radio"/> Yes / No	
	<u>Rear Light Pod Side Facing Warning Lights:</u> Left Side Facing Warning Red LED-X Light Right Side Facing Warning Blue LED-X Light 2 Side Turn Signals One (L) and One (R)	<input checked="" type="radio"/> Yes / No	

VII.) Technical Specifications

	<u>Rear Light Pod Rear Facing Warning Lights:</u> Left Rear Facing Warning Amber LED-X Lights Right Rear Facing Warning Blue LED-X Lights	<input checked="" type="radio"/> Yes / No	
	<u>Rear Duplex Emergency Warning</u> LED-X Red/Blue	<input checked="" type="radio"/> Yes / No	
	<u>Take-Down and Alley Lights:</u> 2 Take Down lights per side 1 Alley light per side Total of 6 each White LED TDL/Alley	<input checked="" type="radio"/> Yes / No	
	<u>Front Right Pod Emergency Lighting:</u> Forward Blue LED-X 10 Degrees Blue LED-X 90 Degrees White LED-X	<input checked="" type="radio"/> Yes / No	
	<u>Front Left Pod Emergency Lighting:</u> Forward Red LED-X 10 Degrees Red LED-X 90 Degrees White LED-X	<input checked="" type="radio"/> Yes / No	
	Install one (1) supplementary LED brake light, license plate light.	<input checked="" type="radio"/> Yes / No	
	Install One (1) exterior Blue Optix LED light or City Fleet Management approved equal.	<input checked="" type="radio"/> Yes / No	
	Install one (1) exterior Red Optix light or City Fleet Management approved equal.	<input checked="" type="radio"/> Yes / No	
	Install two (2) White Optix LED lights or City Fleet Management approved equal.	<input checked="" type="radio"/> Yes / No	
Keys			
	All motorcycles shall be provided with four (4) keys. <i>Aluminum keys are unacceptable</i>	<input checked="" type="radio"/> Yes / No	
	Remote buttons must be functional only when ignition is on (ignition powered).	<input checked="" type="radio"/> Yes / No	

VII.) Technical Specifications

Specialty Items and Instructions			
	The manufacturer/dealer shall completely outfit all motorcycles, with all related Emergency Vehicle Equipment prior to delivery.	<input checked="" type="radio"/> Yes / No	
	The successful bidder shall have a shop space sufficient to accommodate the entire order of motorcycles to be outfitted to the specifications outlined by the City of Sacramento.	<input checked="" type="radio"/> Yes / No	
	Motorcycles to be delivered with a full tank of fuel	<input checked="" type="radio"/> Yes / No	
	Motorcycles to be equipped with radio interference suppression package, as described in the Los Angeles County 41 st Annual Law Enforcement Motorcycle Test and Evaluation Program For 2016.	<input checked="" type="radio"/> Yes / No	
Electromagnetic Compatibility	<u>The Electromagnetic Interference Susceptibility test is intended for use in the presence of electromagnetic fields resulting from use of public safety two-way radios.</u>		
Damages	Bidder will be responsible for any damages sustained from hook-up or transporting of a City vehicle.	<input checked="" type="radio"/> Yes / No	
Manuals	Motorcycles shall be delivered with 1 copy each of parts, service, and owner's manuals.	<input checked="" type="radio"/> Yes / No	
Warranty	Minimum of one (1) year parts and labor commencing from the date and mileage that the City places the unit in service, not when the unit is delivered or accepted. Reference additional warranty requirements under the "Technical Requirements" section. Vendor/Dealer shall specify under Dealer Proposed Specifications (Exceptions) the warranty coverage offered	<input checked="" type="radio"/> Yes / No	

VII.) Technical Specifications

	If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirements in these specifications.	<input checked="" type="radio"/> Yes / No	
License Plates	Upon delivery, no dealer decals or license plate identifiers shall be installed	<input checked="" type="radio"/> Yes / No	
Delivery Location	F.O.B Delivered to: City of Sacramento Fleet Management Division 5730 24 th Street Bldg. #1 Sacramento, CA. 95822 (916) 808-1049 or 808-8465	<input checked="" type="radio"/> Yes / No	
	At time of delivery, all motorcycles shall meet all specifications as written with no exceptions	<input checked="" type="radio"/> Yes / No	
	Dealer shall notify City of Sacramento Fleet Management Division a minimum of 24 hours prior to delivery (916) 808-1049 or 808-8465	<input checked="" type="radio"/> Yes / No	
	Prior to delivery acceptance, any vendor/dealer located outside the State of California must have previously paid all applicable State of California State and/or City of Sacramento sales tax(s).	Yes / No	N/A
	All State of California Department of Motor Vehicle paperwork, and invoicing shall accompany each motorcycle at time of delivery. There shall be one invoice per motorcycle.	<input checked="" type="radio"/> Yes / No	
Responsibility	Vendor / Dealer will be responsible for vehicle / equipment compliance with all applicable codes, regulations, laws, etc., governing such vehicle / equipment at the time of delivery. Acceptance of such vehicle / equipment by the City will not relieve Dealer / Vendor of the responsibility of items that do not meet such requirements. Should any of these specifications conflict with any code, regulation, law, etc., the Dealer / Vendor will notify the City before manufacturing starts. Dealer / Vendor will not be held responsible for changes required by codes, laws, regulations, etc., to vehicle / equipment after the time of delivery.	<input checked="" type="radio"/> Yes / No	
	Vendor guarantees delivery <u>90</u> days ARO.	<input checked="" type="radio"/> Yes / No	

VIII.) Items Requiring Bidder's Response

Incomplete information may render a bid "non-responsive" and be rejected.

1.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be **REQUIRED** to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Proof of a valid BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

2.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

NO

YES, 1% bid preference

If the answer is "Yes", please provide the street address of this Sacramento location:

3.) Local Business Enterprise (LBE) program preference / participation

This is **NOT APPLICABLE** since the anticipated amount of the bid/contract is to be \$100,000.00 or greater.

VIII.) Items Requiring Bidder's Response

4.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

NO (Net 30 days) YES

If yes: The discount is _____% -- or -- \$ _____ for payment within _____ calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

NOTE: Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

5.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

NO YES

If yes: The discount offered for EFT is _____%.

NOTE: this information is for informational purposes only; there is no bid preference offered.

6.) Q&A information was reviewed and incorporated in the bid response

- N/A, no Q&A was posted.
- YES, the last Q&A set number reviewed was number _____.

7.) Addenda are acknowledged and incorporated in the bid response

- N/A, no addenda were posted.
- YES, the last addendum received was number _____.

VIII.) Items Requiring Bidder's Response

11.) DECLARATION OF COMPLIANCE Equal Benefits Ordinance

Name of Contractor: LONG BEACH BMW MOTORCYCLES

Address: 2125 E. SPRING ST. LONG BEACH, CA. 90802

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto in Section IV.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

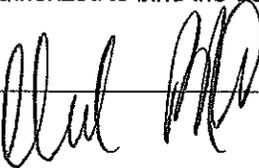
Contractor agrees that if Contractor offers any of the above-listed employee benefits. Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

VIII.) Items Requiring Bidder's Response

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature:			
Printed Name:	CHARLES BERTTON		
Title:	GENERAL MANAGER	Date:	1/8/17

12.) Pricing Schedule

All pricing is to be in U.S. dollars.

The City's intent is to purchase (5) five units initially. Quantities are estimates only and the City will purchase more or less as necessary during the three (3) year contract. Pricing shall be all inclusive, i.e. installation, tax, freight, shipping and handling charges, special fees, or any other related costs, etc.

NEW AND LATEST MODEL FORD POLICE INTERCEPTOR UTILITY VEHICLES, ALL WHEEL DRIVE

ITEM NO.	QTY	DESCRIPTION	UNIT COST	EXTENDED PRICING
1	5 EA	New latest model BMW 1200 RT-P High Speed, Black and White, Police Package, 2 Wheeled Motorcycle, In Accordance with The Attached Specifications: MAKE & MODEL: <u>2016/17 BMW R1200RT-P</u> YEAR: <u>2016/17</u>	\$ <u>26,054.74</u>	\$ <u>130,273.70</u>
		8.5% Tax	\$	\$ <u>11,073.26</u>
		Freight/Shipping	\$	\$ <u>N/C</u>
		Installation	\$	\$ <u>INCL.</u>
TOTAL NET PRICE:				\$ <u>141,346.96</u>
ITEM	QTY	DEDUCTS: To Remove From Base Specification	UNIT CREDIT	
A	1 EA	Gear Shift Assist Pro	<u><464.44</u>	
		The base specification represents the most common build to be ordered by the City. The City reserves the right to DEDUCT or ADD any option item, a group of option items, or all option items prior to placing order. Any deduct of option items will be based on the availability of funds and operational functions. Award shall be made to the lowest responsive, responsible bidder based on the Total Net Price.		

VIII.) Items Requiring Bidder's Response

13.) Authorized Signature Executing Contract

To the City of Sacramento:

The undersigned potential Contractor (bidder) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the Contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

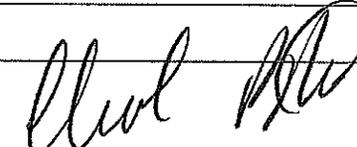
CONTRACT DOCUMENTS

Performance of and payment for the Contract for which bids are called shall be subject to all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	LONG BEACH BMW MOTORCYCLES		
Address:	2125 E. SPRING ST.		
City / State / ZIP:	LONG BEACH, CA. 90806		
Phone:	562.426.1200	Fax:	562.506.2144
Email address:	cberth@c1bbmwmotorcycles.com		
Fed. Tax ID #:	953065661	State Tax ID #:	
City of Sacramento Business Operations Tax Certificate #:			
Type of Business Entity (Check one):	<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Co <input type="checkbox"/> Other (specify): _____		

By:

Signature:			
Printed Name:	CHRIS B. BERTHOU		
Title:	GENERAL MANAGER	Date:	1/8/17

The person signing this Contract for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive" and be rejected.

IX.) Contract Approval and Attestation – For City Use Only

FOR CITY USE ONLY UPON AWARD OF A CONTRACT

The Bid was opened on _____.

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank;

Or Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:



City Attorney

City Manager
(Or Authorized Designee)

City Clerk

ATTACHMENT "B"

LONG BEACH BMW MOTORCYCLES

2125 E. Spring Street • Long Beach, California 90806
Mailing Address: P.O. Box 90639 • Long Beach, California 90809-0639
562.426.1200 • 562.426.1157 Fax • www.longbeachbmwmotorcycles.com

City of Huntington Park

Quote

5/14/2018

City of Sacramento Contract Bid No. B17153311004

(2) 2018 BMW R1200RT-P w/Shift assist	\$53,038.36
Install agency supplied radio/comm	\$1,150.00
Misc. parts required for radio/comm install	\$550.00
Flashlight holder	\$291.66
LED Auxillary lights	\$1,100.00

Doc fee	\$160.00
Sub Total	\$56,290.02
Sales Tax 9.50%	\$5,347.55
Tire Fee	\$7.00
CVR Fee	\$58.00
Total OTD	\$61,702.57



Charles Berthon

ATTACHMENT "C"

B and H Signs

926 S. Primrose Ave.
Monrovia, CA 91016
(626) 359-6643
info@bandhsigns.com
www.bandhsigns.com



ESTIMATE

ADDRESS

Huntington Park Police Dept.
6542 Miles Avenue
Huntington Park, CA 90255

ESTIMATE # 4462

DATE 05/22/2018

P.O. NUMBER

Traffic BMW Bikes

SALES REP

AC

ACTIVITY	QTY	RATE	AMOUNT
Vehicle Graphics BMW Motorcycle Graphics - Plotted HP Vinyl Black, White Reflective, Silver Metallic and White. Digitally Printed City Seal and Thin Blue Line Flag on White Reflective HP Vinyl - Unit Numbers TBD	2	295.00	590.00

TOTAL

\$590.00

Accepted By

Accepted Date

ATTACHMENT "D"



Quote Number: QU0000438329

Effective: 19 APR 2018

Effective To: 18 JUN 2018

Bill-To:

HUNTINGTON PARK POLICE DEPARTMENT
6542 MILES AVE
HUNTINGTON PARK, CA 90255
United States

Ultimate Destination:

HUNTINGTON PARK POLICE DEPARTMENT
6542 MILES AVE
HUNTINGTON PARK, CA 90255
United States

Attention:

Name: Marko Mendoza
Email: MMendoza@hppolice.org
Phone: 323-826-6600

Sales Contact:

Name: So Young Kim
Email: skim@daywireless.com
Phone: 8183336568

Contract Number: LA COUNTY (CA)

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,482.10	\$6,964.20
1a	2	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
1b	2	W22BB	ADD: STD PALM MICROPHONE APEX	\$72.00	\$52.56	\$105.12
1c	2	GA00255AF	ADD: 5 YR SFS COMPREHENSIVE	\$506.00	\$506.00	\$1,012.00
1d	2	GA00179AB	ADD: NO REMOTE CABLE NEEDED	-	-	-
1e	2	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	\$583.27	\$1,166.54
1f	2	GA09001AA	ADD: WI-FI CAPABILITY	\$300.00	\$219.00	\$438.00
1g	2	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$240.90	\$481.80
1h	2	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$69.35	\$138.70
1i	2	G806BL	ENH: ASTRO DIGITAL CAI OP APEX	\$515.00	\$375.95	\$751.90
1j	2	G67BA	ADD:REMOTE MOUNT MOTORCYCLE	\$400.00	\$320.00	\$640.00
1k	2	W15AJ	ADD: WEATHER PROOF HOUSING ENCLOSURE BLACK	\$1,200.00	\$876.00	\$1,752.00
1l	2	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,095.00	\$2,190.00
1m	2	B18CS	ADD: AUXILARY SPEAKER MOTORCYCLE	\$60.00	\$43.80	\$87.60
1n	2	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	-	-	-
1o	2	G173AK	ADD: SMARTZONE OMNILINK	\$200.00	\$146.00	\$292.00
1p	2	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$219.00	\$438.00
1q	2	GA00580AA	ADD: TDMA OPERATION	\$450.00	\$328.50	\$657.00
1r	2	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$73.00	\$146.00
1s	2	GA09001AA	ADD: WI-FI CAPABILITY	\$300.00	\$219.00	\$438.00
1t	2	GA05507AA	DEL: DELETE 7/800MHZ BAND	-\$800.00	-\$584.00	-\$1,168.00
1u	2	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1v	2	GA01607AA	ADD: NO WI-FI ANTENNA NEEDED	-	-	-
1w	2	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$315.36	\$630.72
1x	2	G138AC	ADD: APX MOTORCYCLE CH SFWR	-	-	-
1y	2	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-

Estimated Tax Amount

\$1,630.35

Total Quote in USD

\$18,791.93

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 18, 2018

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 FOR AUTHORIZATION TO PURCHASE ONE POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLE AND SUPPLEMENTARY EQUIPMENT

IT IS RECOMMENDED CITY COUNCIL:

1. Authorize the requisition of funds to purchase one new Police Department Patrol Services Division police patrol vehicle from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA., and install aftermarket emergency response equipment;
2. Authorize additional budget appropriation of \$68,024.22 from the Forfeiture Fund, Account #229-7010-421.74-10; and
3. Authorize the Chief of Police to purchase the vehicle and associated equipment.

BACKGROUND

The Police Department maintains a fleet of police patrol vehicles that are black and white in color and have distinct "Police" graphics identifying them as police service vehicles. These vehicles are driven by sworn police officers in the performance of their duties. In order to provide effective and efficient police service to the community, the Department must maintain the current number of police patrol vehicles in operation.

The City's Vehicle Maintenance (VM) Division has inspected the police patrol vehicle fleet and has identified vehicles that must be replaced due to age and/or mileage. The below identified vehicle has been determined by VM to be at the end of its service life cycle and is recommended for replacement. The vehicle has become unreliable, recently suffered engine failure, and could become unsafe if it remains in service.

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE ONE POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLE AND SUPPLEMENTARY EQUIPMENT

September 18, 2018

Page 2 of 4

Vehicle #	Year/Make/Model	Mileage	Reason for Replacement
909	2008 Ford Crown Victoria Police Interceptor	83,008	Vehicle is 10 years old, recently sustained engine failure, and has high odometer mileage, which doesn't account for idle miles or wear and tear associated with police service in our dense community.

This vehicle meets the City's Vehicle Replacement Policy under the following guideline(s);

1). Procedure, 5.; – *“When a City owned vehicle has been damaged beyond reasonable repair or is otherwise determined by VM that it is unsafe, the Department Head may request with the concurrence of the Finance Director and the City Manager to bring a budget amendment for City Council approval to replace that vehicle at any time during a year”.*

2). B. Combination of Age or Mileage; – This section sets forth guidelines requiring police vehicles considered for replacement to be 5 years old and have at least 100,000 miles. In this case, vehicle #909 is over 5 years old, is nearing the 100,000 miles, and recently suffered engine failure.

RECOMMENDATION

Due to the age, high mileage, and recent engine failure of vehicle #909, the Police Department recommends it be removed from the fleet and replaced with a new 2019 Ford Explorer SUV, identified by Ford as the ***Police Interceptor Utility***, manufactured specifically for police service.

ANALYSIS

The Police Interceptor Utility has become a standard in police vehicles across the nation and currently makes up 40% of recently purchased police patrol vehicles nationwide. In a March 2014 article, titled *The Best-Selling Cop Car Is Actually An SUV*, it states, “...last year, the Interceptor Utility outsold every other police vehicle in the U.S.”

The Police Interceptor Utility offers more interior space than the Department's current Ford Crown Victoria Police Interceptors, which are no longer being manufactured by Ford. Additionally, the Police Interceptor Utility is larger and has more interior space than the latest available model Ford Taurus Police Interceptor (the third most sold police vehicle in 2013)¹ and the Dodge Charger (the second most sold police vehicle in 2013)². Moreover, the new higher profile Police Interceptor Utility allows for a greater field of vision than passenger cars and the all-wheel drive enhances handling during emergency operations.

¹ Richard Read, “The Best-Selling Cop Car Is Actually an SUV,” www.carconnection.com, (March 27, 2014)

² Richard Read, “The Best-Selling Cop Car Is Actually an SUV”

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE ONE POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLE AND SUPPLEMENTARY EQUIPMENT

September 18, 2018

Page 3 of 4

The Police Interceptor Utility is powered by a V6 EcoBoost® engine, which offers better fuel economy. The Police Interceptor Utility includes a five year warranty program, through Ford Motor Company, which averts warranted repair costs until 2024.

PROCUREMENT PROCESS

The City Council is asked to consider the purchase of one new patrol vehicle from South Bay Ford as a sole source purchase. Staff recognizes the City's usual procurement process requires three bids for a purchase of this nature. However, staff has found it difficult to obtain bids from other Ford dealers due to the City's recent repeated purchases from South Bay Ford. Other Ford dealers have simply been unresponsive to requests for bids. It is the opinion of staff that other Ford dealers have recognized that South Bay Ford provides competitive pricing and it is likely the City will again choose to purchase the vehicle(s) from South Bay Ford. During the last two bid cycles in February 2016 and March 2017, respectively, South Bay Ford was the lowest bidder in comparison to Ford of Montebello and National Auto Fleet Group, both of which are no longer responsive to staff requests for bids. Staff is confident South Bay Ford will again beat the competition, if another dealer was to submit a bid. Based on these factors, Council is asked to honor the last two cycles of bids, in which South Bay Ford was twice the lowest bidder.

Staff recommends the new 2019 Ford Explorer Police Interceptor SUV be purchased from South Bay Ford in Hawthorne, CA. at a base price of \$35,532.75. The expanded bid provide by South Bay Ford in August 2018 is included with this report. Please note the bid is for four police SUV's, but purchasing only one does not change the per SUV price.

FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is **\$68,024.22**, which requires an additional budget appropriation from fund balance in the Police Forfeiture Fund. The below table provides a breakdown of the total costs associated with purchasing the recommended 2019 Ford Explorer Police Interceptor Utility vehicle, installing aftermarket emergency response and other necessary equipment.

Item	Cost
Police Vehicle	\$35,532.75
Police Radio	\$9,230.43
Emergency Equipment	\$17,941.18
Police Decals	\$950.00
MDC / Computer	\$4,369.86
Total	\$68,024.22

**CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE ONE
POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLE AND
SUPPLEMENTARY EQUIPMENT**

September 18, 2018

Page 4 of 4

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. South Bay Ford Quote
- B. Day Wireless / Motorola Quote
- C. Black & White Emergency Vehicle Quote
- D. B&H Signs Quote
- E. LanWanE quote

ATTACHMENT "A"



August 10, 2018

City of Huntington Park
Huntington Park Police Department
6542 Miles Ave.
Huntington Park, CA 90255

Reference: Email Request for Quote August 8, 2018, Sergeant Neil Castelli

Attention: Sergeant Neil Castelli

Dear Sergeant Castelli,

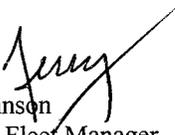
On behalf of the employees of South Bay Ford we are pleased to submit our response to the City of Huntington Park Police Department's Request for Quote for a quantity of four (4) 2019 Ford Police Interceptors Utility with EcoBoost Engine with Agate Black exterior paint and the two (2) Doors and Roof Painted White.

Item #	Vehicle and Required Options	Statement of Compliance
A.	2019 FORD UTILITY POLICE INTERCEPTOR (K8A)	Comply
B.	Engine 3.5L Eco Boost V-6 (99T)	Comply
C.	6 – Speed Automatic Transmission (44C)	Comply
D.	Preferred Equipment Package (500A)	Comply
E.	Dark Car Feature (43D)	Comply
F.	Dome Light Red/White (17T)	Comply
G.	Rear Door Power Window Delete (18W)	Comply
H.	Rear Door Handle & Lock Inoperable (68G)	Comply
I.	Keyed Alike – 1248x (59B)	Comply
J.	Noise Suppression Bonds (60R)	Comply
K.	Rear View Camera (87R) – Image in Rear View Mirror	Comply
L.	Reverse Sensing (76R)	Comply
M.	Spot Lamps (51S) LED Bulb	Comply
N.	Headlamp Housing (86P)	Comply
O.	Rear Tail Lamp Housing (86T)	Comply
P.	Noise Suppression Bond Straps (60R)	Comply
Q.	Configuration Audio Controls Less Voice (61R)	Comply
R.	Deflector Plate (76D)	Comply
S.	Front License Plate Bracket (153)	Comply
T.	Agate Black (UM)	Comply
U.	Paint Doors and Roof White	Comply
V.	Charcoal Black Interior – Cloth Front / Vinyl Rear (9W)	Comply
W.	California Emissions (422)	Comply

South Bay Ford Price FOB City of Huntington Park Maintenance Yard	\$32,450.00
Sales Tax (9.5%)	\$3,082.75
Tire Fee	\$8.75
Exempt Plates	N/C
Total Unit Price	\$35,532.75
Quantity Four (4)	\$142,131.00

We at South Bay Ford appreciate the opportunity to respond to your request for quote. If you require additional information or clarification to our bid please contact me at my office (310) 706-6086, email at jjohnson@southbayford.com or my mobile (310) 720-0462.

Sincerely,


 Jerald T. Johnson
 Government Fleet Manager
 South Bay Ford

ATTACHMENT "B"



Quote Number: QU0000404359

Effective: 26 MAY 2017

Effective To: 25 JUL 2017

Bill-To:

HUNTINGTON PARK POLICE DEPARTMENT
6542 MILES AVE
HUNTINGTON PARK, CA 90255
United States

Ultimate Destination:

HUNTINGTON PARK POLICE DEPARTMENT
6542 MILES AVE
HUNTINGTON PARK, CA 90255
United States

Attention:

Name: Sgt. Richard Maretti
Email: rmaretti@huntingtonparkpd.org
Phone: 323-826-6678

Sales Contact:

Name: So Young Kim
Email: skim@daywireless.com
Phone: 8183336568

Contract Number: LA COUNTY (CA)
Freight terms: FOB Destination
Payment terms: CREDIT CARD PAY METHOD

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,577.50	\$3,577.50
1a	1	G806BL	ENH: ASTRO DIGITAL CAI OP APEX	\$515.00	\$386.25	\$386.25
1b	1	GA00255AF	ADD: 5 YR SFS COMPREHENSIVE	\$420.00	\$420.00	\$420.00
1c	1	GA00179AB	ADD: NO REMOTE CABLE NEEDED	-	-	-
1d	1	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	\$599.25	\$599.25
1e	1	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$247.50	\$247.50
1f	1	GA00235AE	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
1g	1	G90AC	ADD: NO MICROPHONE NEEDED	-	-	-
1h	1	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$71.25	\$71.25
1i	1	G67DE	ADD: REMOTE MOUNT MP	\$297.00	\$222.75	\$222.75
1j	1	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$1,125.00
1k	1	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$45.00	\$45.00
1l	1	GA01515AA	ADD: J600 ADAPTER CABLE	\$95.00	\$71.25	\$71.25
1m	1	G173AK	ADD: SMARTZONE OMNILINK	\$200.00	\$150.00	\$150.00
1n	1	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$225.00
1o	1	GA00580AA	ADD: TDMA OPERATION	\$450.00	\$337.50	\$337.50
1p	1	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$75.00	\$75.00
1q	1	GA09001AA	ADD: WI-FI CAPABILITY	\$300.00	\$225.00	\$225.00
1r	1	GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING	-	-	-
1s	1	G72AD	ADD:03 CONTROL HEAD	\$946.00	\$709.50	\$709.50
1t	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-

Estimated Tax Amount

\$742.68

Total Quote in USD

\$9,230.43

PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

>Have a PO Number/Contract Number & Date

- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

ATTACHMENT "C"



590 S. Vincent Ave
 Azusa, CA 91702
 Office (626) 334-6300 Fax (626) 334-6301

Invoice

Date	Invoice
6/22/2018	2577

Bill To
Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255

Ship To
Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255 USA

Project/Job	P.O. No.
New Build Unit # 985	

Item	Description	Qty	Amount
5343-2L91	Go Rhino Light Ready Push Bumper For 2016 Ford Interceptor W/Eco-Boost , CODE 3	1	320.00T
950-PIU	MR6 Lights	1	63.46T
MR6MC-RW	Code 3 Plug N Play Headlight Flasher For Ford Utility	3	210.00T
MR6MC-BW	Code 3 MR6 Multi Color Red/White	3	210.00T
FSM-BKT-PIU	Code 3 MR6 Multi Color LED Blue/White	1	23.80T
HDLGTBKT-PIU	Front Side Mirror Mounting Bracket for 2012-16 Ford Utility. Fits MR6 or M-180	1	19.15T
PLATINUMPKG	MR6 Light Bracket 2015 Ford Utility	1	1,250.00T
PT47	Code 3 Platinum Collection , Z3 Sire, Banshee Amp & 2 C3100 Speakers	2	3,651.58T
CITEZPIU-RABA-MTC	47" Pursuit Lightbar Config # C111056	1	997.50T
W6BR	Citadel EZ Mount, PIU, Multi Color, RA, BA, Controller	2	130.00T
SI240-T-IH	Wildcat Hide-a-Blast W600 Vertical Flange Mount, 9ft Blue/Red	1	137.40T
CC-UV-L-18	Secure Idle 2016 Ford Interceptor Sedan & Utility	1	325.00T
AC-INTBHG	Troy 18" Ford Utility Console	1	44.50T
AC-TB-ARM-MNT-LP	Troy 4" Internal Dual beverage Holder W/ Rubber Fingers	1	132.30T
475-0849	Rotating Arm Rest, Bolts to Back of Console w/5"x8" Foam Pad LOW PROFILE	1	491.40T
ULTMC-RB	Gun Rack - Dual Weapon, Partition Mounted, Vertical (GR3-AR-870-XTRD-GL3XL)	2	122.84T
MMSU-1	Code 3 Directional LED Multi-Color Red/Blue	2	57.00T
7160-0178	Magnetic Mic Single Unit	1	50.15T
DS-138	7" Center Upper Pole	1	41.53T
7160-0220	Vertical Flat Surface mounting pole	1	190.13T
7160-0498	Mongoose 9" locking slide arm with 360 degree clevis	1	117.45T
7160-0878	Quick Release Keyboard Tray	1	232.63T
CH15.1.20	Gamber Johnson On-Dash Mount	1	450.00T
WIRE&TERMINALS	15 Circuits w/ modular Smart Start Timer. Vehicle specific Mount Bracket, Master Circuit Breaker, 20' Output Wires, Siren Speaker Wires, Bypass Wire, and Light Level 1 2 3 Trigger Wires	1	65.00T
BR-UNIV-SIDEBRKT	Wire, Terminals, Tie-Wraps, & Hardware	2	455.04T
FULL,BUILD	Front Universal Bumper Bike Bracket	34	2,380.00
5700WA	Installation of all Emergency Equipment into Police Vehicle and customer provided Multi-Band Two-Way radio into a 2018 Ford Utility Unit # 985 VIN GA37180	1	386.40T
570711	GoRhino Sliding Window Partition	1	122.99T
	GoRhino Partition Brackets		

E-mail	Web Site
jp@blackandwhiteev.com	WWW.BLACKANDWHITEEV.COM

Sales Tax (9.5%)
Total
Payments/C redits
Balance Due



590 S. Vincent Ave
 Azusa, CA 91702
 Office (626) 334-6300 Fax (626) 334-6301

Invoice

Date	Invoice
6/22/2018	2577

Bill To
Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255

Ship To
Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255 USA

Project/Job	P.O. No.
New Build Unit # 985	

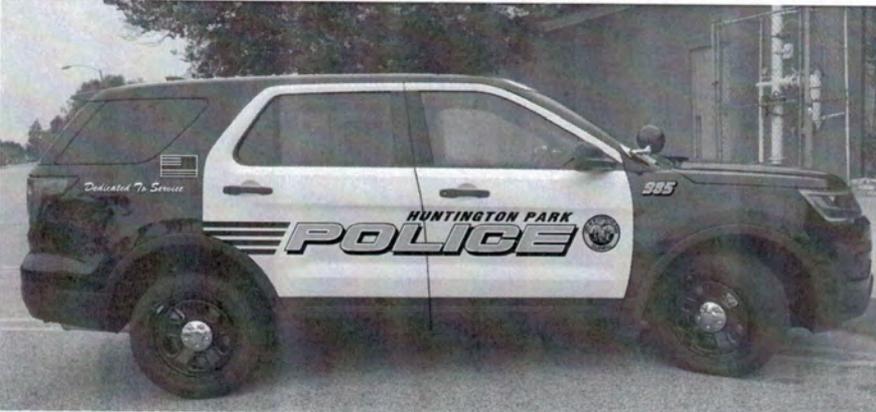
Item	Description	Qty	Amount
5700FER	GoRhino Partition Panel Kit	1	146.30T
5702FWA	Rear Partition Full Window Coated Scratch Resistant PolyCarbonate	1	399.29T
571713	Ford Utility Steel Window Bars	1	145.95T
572711	Steel Door Panel Set Ford Utility	1	183.75T
571717	Rear Cargo Window Guards, 2 Side , 1 Rear Window	1	299.70T
5SUVIC1613	Molded Rear Prisoner Seat C/Belt	1	781.56T
5MLP05-019	C/Belt Holder Buckle Upgrade	1	83.43T
579745P	False Floor W/Sliding Electronics Tray with Lock	1	552.50T
573051P	Single 9" Drawer	1	1,196.15T
573151P	Parapet Tiedown for 9"x21" Box	1	107.25T
5RMBBYO	Magnetic Latch to Hold False Floor Lid	1	17.99T

E-mail	Web Site
jp@blackandwhiteev.com	WWW.BLACKANDWHITEEV.COM

Sales Tax (9.5%)	\$1,350.06
Total	\$17,941.18
Payments/C redits	\$0.00
Balance Due	\$17,941.18

ATTACHMENT "D"

ARTWORK APPROVAL



**HP
999**

ROOF
NUMBERS

ITEM:
Ford Explorer Graphics
MATERIAL:
Plotted HP Vinyl
GRAPHICS:
Silver Metallic
White Reflective
Black HP Vinyl
SIZE:
As Shown
QUANTITY:
1 Vehicle(s)
MOUNTING:
Direct to Vehicle
PRICE:
Vehicle Graphics
\$925 - Installed
CONTACT:
Neil Castelli
626-323-826-6686

Submittals Drawn By:
Alex Cruz

BANDH SIGNS

926 South Primrose Avenue
Monrovia, California, 91016
tel: 626.359.6643
fax: 626.359.0027
email: alex@bandhsigns.com



I have verified the accuracy of all graphics shown with respect to size and content. The specifications are correct and represent our order requirements exactly. I authorize release to production according to this approved submittal.

APPROVED BY: _____

DATE: _____

ATTACHMENT "E"



17500 Red Hill Ave. Suite 120
 Irvine, CA 92614-5680
 Phone: (949) 955-2451

Invoice

Date	Invoice #
6/29/2017	58560

Bill To
Huntington Park Police Department 6542 Miles Avenue Huntington Park, CA 90255 United States

Ship To
Huntington Park Police Department 6542 Miles Avenue Huntington Park, CA 90255 USA

P.O. Number	Terms	Due Date	Ship	Rep	Est No.	Project	
	Due on receipt	6/29/2017	6/23/2017		69045		
Quan...	Item Code	Description				Price Each	Amount
		Getac F110G3 4					
4	PART	Getac F110G3, i7-6500U, 11.6in+Webcam, Win7x64+8GB, 128GB SSD, Sunlight Readable (LCD+TS), Camera, Wifi+BT+GPS+Gobi+Passthrough, RFID				2,685.42	10,741.68T
4	PART	GETAC : Gamber Johnson Tri Pass-through Vehicle Dock & Replication				884.445	3,537.78T
4	PART	GETAC : F110 Detachable keyboard (US language)				326.80	1,307.20T
4	PART	GETAC : LIND 12-16V DC vehicle adapter/charger				105.7425	422.97T
1	SHIPPING	Shipping and Handling				68.98	68.98
		Sales Tax Los Angeles				8.75%	1,400.84
Due upon receipt 5% Finance charge will be assessed 10 days after Invoice date.						Total	\$17,479.45



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 18, 2018

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 FOR AUTHORIZATION TO RENEW CONTRACT SERVICES AGREEMENT WITH THE CITY OF VERNON FOR INMATE HOUSING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve renewal of agreement with the City of Vernon for Inmate Housing Services; and
2. Authorize City Manager to negotiate and execute agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park and the City of Vernon first entered into a written agreement on June 25, 2012, under which the City of Huntington Park Police Department (HPPD) provides for the City of Vernon Police Department (VPD) booking and jail housing services for pre-arraignment arrestees. The current agreement expired June 30, 2018.

The HPPD operates a 32 bed jail facility. The jail is staffed with five full-time jailers and is in operation 24 hours, 7 days per week. Given that the average daily combined HPPD and VPD inmate population in the jail is approximately 5 inmates, the existing service to VPD has not affected jail bed capacity for HPPD inmate housing. Furthermore, the relationship between HPPD and VPD pertaining to this service has been a positive and productive one.

Therefore, it is recommended that the City Council approve renewal of the agreement for a period of three years, through June 30, 2021.

FISCAL IMPACT / FINANCING

There is no negative fiscal impact to the City of Huntington Park. This is a revenue generating agreement. The City of Vernon pays the City of Huntington Park pre-designated fees for booking and housing of VPD arrestees, as set forth in the

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO RENEW CONTRACT SERVICES AGREEMENT WITH THE CITY OF VERNON FOR INMATE HOUSING SERVICES

September 18, 2018

Page 2 of 2

agreement. Due to increased cost of jail staff salaries, inmate meals, jail supplies, jail maintenance, etc., increased fees to the City of Vernon are reflected in the new agreement. The recommended fee increases are as follows:

- Felony Bookings; adjusted fee \$209.74 / previous fee \$167.75
- Misdemeanor Booking; adjusted fee \$134.09 / previous fee \$107.25
- Juvenile Booking; adjusted fee \$62.83 / previous fee \$50.25

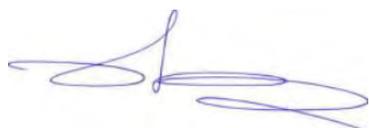
Notes:

- 1). Average booking fee under the new pricing is \$135.55. Previous fee average is \$108.42. While this reflects an average 25.02% increase in fees, it places fees in a competitive range in comparison to surrounding cities.
- 2). Other minor or infrequent associated service fees have also been increased and are incorporated in the agreement.
- 3). A fee comparison chart of other LA County cities is attached.

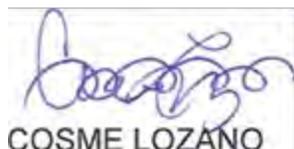
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. Agreement for Inmate Housing
- B. Fee comparison chart

ATTACHMENT "A"

**HUNTINGTON PARK POLICE DEPARTMENT
JAIL DIVISION
AGREEMENT FOR INMATE HOUSING**

THIS INMATE HOUSING AGREEMENT ("AGREEMENT") IS ENTERED INTO ON THIS ____th OF SEPTEMBER 2018 BY AND BETWEEN THE CITY OF HUNTINGTON PARK ("Huntington Park") AND THE CITY OF VERNON ("Vernon" or the "Arresting Agency") FOR HOUSING OF PRE-ARRAIGNMENT ARRESTEES.

A. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2018 and shall continue through June 30, 2021 or until terminated pursuant to the terms of this Agreement. Nothing in this Agreement shall be construed to require the Arresting Agency to house inmates in the Huntington Park Police Department Jail facility ("Huntington Park City Jail" or "the Jail").

B. FEES

The Huntington Park Police Department ("HPPD") agrees to house pre-arraignment arrestees of the City of Vernon Police Department ("VPD") in the Huntington Park City Jail for a prisoner housing fee. The housing fee is as follows:

1. Felony Bookings: The cost for felony arrestees is \$209.74 per booking for a maximum of 72 hour housing period. The cost includes booking process, jail monitoring, laundry, supplies, meals, phone calls and DNA sampling.
 - Note: An additional cost of \$72.63 may be applied should there be a need to house an arrestee for an additional day beyond the 72 hours.
2. Misdemeanor Bookings: The cost for misdemeanor arrestees is \$134.09 per booking for a maximum of 48 hour housing period. The cost includes booking process, jail monitoring, laundry, supplies, phone calls and meals.
3. Juvenile Detainments: The cost for processing juveniles is \$62.83. The cost does not include visual monitoring or transportation. The Arresting Agency will be required to monitor juveniles until released to the designated Juvenile Hall Facility or released to parents and/or legal guardian. The Arresting Agency shall transport juveniles to Juvenile Hall or other facility when required.

While the above fees per booking take into account the majority of related jail services costs, it does not include any fees that may be applied directly by the Los Angeles County Sheriff's Department should there be a need to transfer an arrestee to the L.A. County Jail for booking and housing. The Arresting Agency will be responsible for transporting the arrestee to L.A. County Jail and paying the associated fees if the need arises and subject to the terms of this Agreement.

The fees set forth shall be adjusted annually on July 1 of each year in accordance with the increase in the Consumer Price Index, without any further action by Vernon or Huntington

Park. For purposes of this Agreement, "Consumer Price Index" means the revised consumer price index for All Urban Consumers, Los Angeles-Long Beach-Anaheim, 1967 = 100, as prepared by the Bureau of Labor Statistics of the United States Department of Labor, or if any such agency shall cease to prepare such an index, then any comparable index covering the Los Angeles and Orange County areas prepared by any other federal or state agency that is approved by the Huntington Park City Council.

C. BILLING AND PAYMENT

HPPD will invoice VPD on a monthly basis for jail services rendered. The invoice will be sent to City of Vernon accounts payable department on or about the 1st of every month. Payment to Huntington Park is due within 60 days after receipt of invoice and shall be mailed to the City of Huntington Park Finance Department at the address in Section G.1 below.

The invoice prepared by HPPD shall at minimum include the following information regarding every prisoner arrested by the Arresting Agency in the previous month:

1. Date and time of booking
2. Date and time of release
3. Name of arrestee
4. Booking number
5. Charge and felony or misdemeanor designation
6. Juvenile Detainments
7. Fee for booking and housing
8. Any additional fees

D. TERMINATION

1. By Either Party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective thirty (30) days after receipt of such notice. Within said thirty (30) days, the Arresting Agency agrees to remove its inmates from the Huntington Park City Jail.
2. By the Arresting Agency due to lack of funding. The obligation of the Arresting Agency to pay Huntington Park under the provisions of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation or budgeting of sufficient funds by the Arresting Agency. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the Arresting Agency shall have the option of terminating the Agreement upon written notice to Huntington Park, except that all services provided to that point shall be compensated at the agreed rate(s).
3. Termination by Breach. In the event the Arresting Agency breaches or fails to perform or observe any of the terms or conditions of this Agreement, and fails to cure such breach or default within five (5) days of receiving written notice of said

breach or default, or if said breach or default cannot be cured within a reasonable period, Huntington Park may terminate this Agreement in addition to and not in limitation of any other remedy available to Huntington Park at law or in equity, and the failure of Huntington Park to exercise such right shall not be construed as a waiver for any reason, except as subject to any applicable statute of limitations or similar law.

4. In the event of termination of this Agreement for any reason, the Arresting Agency shall compensate Huntington Park in the same manner and at the same rate(s) described herein for inmates then housed at the Huntington Park City Jail after notice of such termination until the Arresting Agency retakes its inmates.

E. RULES FOR INMATE HOUSING.

Acceptance and housing of the prisoners at the Huntington Park City Jail are subject to the following rules:

1. HPPD and the Huntington Park City Jail agree to accept and provide for the secure custody, care, and safekeeping of medium or low risk arrestees as determined by pre-booking classification procedures of the Jail. 25% of maximum capacity bed space is guaranteed for VPD at any given time. HPPD has the right to reject any arrestee who, in the good faith opinion of the HPPD Watch Commander, requires special handling or presents a high risk, including risk of flight or of injury to the arrestee or others. The decision to accept or reject the arrestee is that of the HPPD Watch Commander.
2. The decision to accept an arrestee will be based on the following criteria:
 - a. The arrestee must not have any serious physical, mental or emotional medical problem that require; (i) a physician's immediate attention or monitoring; or (ii) prescription medications which the arrestee does not already possess on his/her person when booked.
3. The transporting officers shall enter the Huntington Park City Jail from the established jail facility entrance and shall:
 - a. Inform the Jailer of any known medical problems or need for medication(s) associated with the arrestee.
 - b. Obtain medical booking clearance of any arrestee when required by the HPPD Watch Commander.
 - c. Conduct a complete and thorough booking search of the arrestee and provide all necessary booking information to the Jailer.
4. The Arresting Agency is responsible for arranging all Probable Cause Declaration hearings, and a copy of the approved declaration must be provided to the

Huntington Park City Jail. The Arresting Agency shall be responsible for transporting the arrestee to the designated court for arraignment. The Arresting Agency shall inform the Jailer of the date and time an arrestee is to be prepared for court pick-up by the Arresting Agency, and the Jailer shall prepare the arrestee for pick up accordingly.

5. The Arresting Agency is responsible for transporting females booked on felony charges, held on warrant(s), parole hold, or any other legally authorized hold, to the appropriate L.A. County Sheriff Jail Facility within 2 hours of being notified that the female is ready for transport. A delay beyond 2 hours shall be reported by the Arresting Agency to the HPPD Watch Commander.
6. If any serious medical, mental or behavioral problems arise while the arrestee is in custody of the Huntington Park City Jail, and the HPPD Watch Commander determines in good faith that the Jail does not have the resources to handle the arrestee or that the arrestee presents a significant flight risk or high risk of injury to himself/herself or others, the Arresting Agency will be notified and shall send transporting officers within two hours to transport the arrestee to another facility. A delay beyond 2 hours shall be reported by the Arresting Agency to the HPPD Watch Commander. If transporting officers are not available from the Arresting Agency, the Arresting Agency will be charged for the transportation costs by HPPD personnel to an appropriate Los Angeles County-operated facility at the rate of \$82.27 per hour.
7. In an emergency in which immediate medical attention is needed due to an arrestee's pre-existing condition of which the Arresting Agency had notice prior to booking at the Jail, the designated Fire Department will be notified and the cost of paramedic response will be charged to the Arresting Agency. Under the preceding circumstances, the Arresting Agency will be notified if paramedics are called and the arrestee is transported to the Los Angeles County Jail Medical Ward or some other appropriate medical facility. All costs for medical treatment of such arrestees shall be borne by the Arresting Agency. Notwithstanding anything to the contrary, however, if the cause of the arrestee's emergency transportation to a medical facility and subsequent hospitalization and treatment is; (i) a pre-existing medical condition of which the Arresting Agency was unaware at the time of booking; (ii) a post-booking accident that occurs on the Jail's grounds, whether or not the arrestee may have been contributorily negligent; (iii) assaults by other local prisoners; or (iv) any other reason similar to the foregoing, then all transportation and medical costs shall be the responsibility of Huntington Park. To be clear, in such an event, Huntington Park shall bear all costs for paramedic response, transportation to a medical facility, and medical treatment of the arrestee. Disposition responsibility of arrestees, if hospitalized, rests with the Arresting Agency, and the Arresting Agency shall bear the transportation and medical costs of any required follow-up treatment.
8. Investigating officers from the Arresting Agency will be allowed access to the

arrestee by calling the Huntington Park City Jail prior to arrival. They shall comply with all regulations of the Jail.

9. Visitors are restricted to the arrestee's attorney, bail bonds personnel, individuals presenting cash bail, or other persons authorized by the Arresting Agency with the concurrence of the HPPD Watch Commander and in accordance with Huntington Park City Jail policy.
10. Transportation to courts is the responsibility of the Arresting Agency. Those cases which require a filing by the District Attorney will be the responsibility of the Arresting Agency. Verbal dispositions will not be accepted.
11. HPPD may refuse to release VPD inmates or prisoners on a citation, or under the provision of PC 849(b)(1) for any alleged violation of law involving either crimes against another person or weapons. Inmates arrested for such charges may need to be picked up and transported back to the Arresting Agency for release. Should the Arresting Agency fail to pick up an arrestee, HPPD will transport the arrestee(s) to the Arresting Agency for release. Such transportation will be invoiced to Vernon at the rate of \$82.27 per hour, on a one-hour minimum basis.
12. All testing of blood, breath, or urine shall be the responsibility of the Arresting Agency. The Arresting Agency shall be responsible for the preparation and delivery of all court document packages.
13. The Arresting Agency shall reimburse to Huntington Park any reasonable costs associated with the court appearance of a member of HPPD regarding an arrestee of the Arresting Agency.
14. The arresting VPD officer shall remove all personal property from an arrestee as required by established Jail procedure. The HPPD Jailer will secure the arrestee's personal property in accordance with established Jail procedure.

Bulky items such as bicycles, large backpacks, large purses, etc., and money in excess of \$400.00 will not be secured or held by HPPD or by any employee of Huntington Park; the Arresting Agency shall be solely responsible for securing bulky items and/or money in excess of \$400.00.

The arrestee's personal property in the custody of the Huntington Park City Jail will be released to a VPD officer when the arrestee is transferred from the Jail, or the property will be returned to the arrestee when the arrestee is released from custody from the Jail.

15. Any contraband found on an arrestee after the arrestee has been booked shall be the responsibility of the Arresting Agency. HPPD will temporarily hold the contraband until it is picked up by VPD.

16. VPD shall pick up and retain all original booking slips and associated paperwork for each arrestee. HPPD will not maintain any original records or copies of records of VPD arrestees.

17. Death of an Inmate While in Huntington Park's Custody.

- a. In the event of the death of an Arresting Agency's inmate while in HPPD's physical custody, Huntington Park shall notify the County Coroner or appropriate agency. The Arresting Agency shall receive copies of any records made at the time of or in connection with such notification.
- b. Huntington Park shall immediately notify the Arresting Agency of the death of an Arresting Agency's inmate, furnish information as requested, and follow the instructions of the Arresting Agency with regard to the disposition of the remains. In the case of an unattended death, suspicious death, or criminal case, the County Coroner or appropriate agency will have authority over the deceased, and would coordinate with local law enforcement to finish the investigation prior to the release of the deceased inmate.

F. INDEMNIFICATION; HOLD HARMLESS.

The Arresting Agency shall defend, indemnify, and hold harmless Huntington Park, its officers, and employees, from and against all liability for false arrest, false imprisonment, violation of civil rights, or other claims arising out of intentional or negligent acts or omissions by the Arresting Agency, its officers, and employees relating to its detention, arrest, transportation of arrestees, or other activities, duties, or obligations under this Agreement. Huntington Park shall defend, indemnify, and hold harmless the Arresting Agency, its officers, and employees from and against all liability for false arrest, false imprisonment, violation of civil rights, or other claims arising out of intentional or negligent acts or omissions by Huntington Park, its officers, and employees relating to its activities, duties, or obligations under this Agreement.

In the event the acts or omissions of the elected or appointed officials, officers, employees or agents of both the Arresting Agency and Huntington Park in connection with or incidental to the performance or non-performance of the Arresting Agency's or Huntington Park's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Arresting Agency and Huntington Park shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and shall bear their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

The provisions of this section shall survive any termination or expiration of this Agreement.

G. GENERAL PROVISIONS.

1. Notices.

All notices, reports, and correspondence to the respective parties of this

Agreement shall be sent to the following:

City of Huntington Park: Chief of Police
City of Huntington Park
6542 Miles Avenue
Huntington Park, CA 90255

With Copy to: City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Arresting Agency: City Clerk
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

2. Insurance.

The Arresting Agency and Huntington Park shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

3. Assignment.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part without the prior express written consent of both parties.

4. Waiver.

The failure of either party to this Agreement to insist upon strict performance of any term or condition hereto, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

5. Severability.

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

6. Governing Law.

This Agreement is made, entered into, executed and is performed in the City of Huntington Park, located in Los Angeles County, California, and shall be governed by the laws of California without regard to its conflict of interest laws. Any action filed in any court or for arbitration for interpretation,

enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in a state or federal court or before an appropriate tribunal in Los Angeles County, California, and the parties hereby consent to personal jurisdiction therein.

7. Independent Contractor

For purposes of this Agreement, Huntington Park and the Arresting Agency are, as to each other, independent contractors and not an official, officer, employee or agent of the other. Neither party shall, at any time or in any manner, represent that it or any of its officials, officers, employees or agents are employees of the other. All personnel to be utilized by the Arresting Agency in the performance of this Agreement shall be employees of the Arresting Agency and not employees of Huntington Park, and vice versa. Each party shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating only to their own respective employees and shall be responsible for all applicable withholding taxes.

Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth in this Agreement.

8. Entire Agreement

This Agreement constitutes the entire integrated Agreement between Huntington Park and the Arresting Agency and supersedes all prior negotiations, representations or agreements, oral or written.

9. Modification of this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved in writing by the parties hereto. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10. Force Majeure

Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' reasonable control, then the Agreement will immediately terminate without further obligation of either party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY
CITY OF HUNTINGTON
PARK

ARRESTING AGENCY
CITY OF VERNON

Ricardo Reyes, City Manager

Carlos R. Fandino, City Manager

ATTEST:

ATTEST:

Donna G. Schwartz, City Clerk

Maria Ayala, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Noel Tapia
City Attorney

Hema Patel
City Attorney

ATTACHMENT "B"

City Council Meeting
September 18, 2018

**City of Vernon Inmate Housing Agreement
Fee Comparison**

City	Booking Fee
Pasadena	75.00
Monterey Park	85.00
Pomona	112.50
Glendora	125.00
Downey	135.52
Huntington Park	135.55

Notes:

- 1). The fee noted for Huntington Park is an average of fees charged for Felony (\$209.74), Misdemeanor (\$134.09), and Juvenile (\$62.83) bookings.
- 2). All other cities queried charge a flat fee irrespective if it's a Felony, Misdemeanor or Juvenile booking.
- 3). Fees by all cities include booking, housing, meals, and jail supplies/maintenance.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 18, 2018

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 THE AMERICAN WITH DISABILITIES ACT (ADA) TRANSITION PLAN IN COMPLIANCE WITH TITLE II

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve the ADA Transition Plan in compliance with Title II.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Access to civic life by people with disabilities is a fundamental goal of the Americans with Disabilities Act (ADA). To ensure that this goal is met, Title II of the ADA requires State and local governments to make their programs and services accessible to persons with disabilities. This requirement extends to physical access at government facilities, programs, events. Additionally, the City must ensure effective communication, like auxiliary aids and services, are offered to individuals with disabilities so that they can participate in civic life.

According to Federal ADA guidelines, the City must develop a transition plan describing how it will ensure its facilities, services, programs and activities are accessible to all. The transition plan identifies physical barriers that limit the accessibility of its programs or activities to individuals with disabilities. It also focuses on describing methods that will be used to remove physical barriers. The plan must also provide an estimated timeline that outlines steps necessary to achieve compliance. An important part of the plan is to identify City staff responsible for the implementation of the programs and allocation of resources for infrastructure/structural improvements to achieve the goals as set forth in the transition plan.

At the January 17, 2017 City Council meeting, the City Council awarded a professional services contract to Owen Group, Inc to prepare the transition plan. At the September 4, 2018 City Council meeting, staff requested approval for additional funds to complete the transition plan.

The ADA transition plan provides findings and offers recommendations on how to potentially mitigate each specific section covered under the ADA program. The full list of

CONSIDERATION AND APPROVAL OF THE AMERICAN WITH DISABILITIES ACT TRANSITION PLAN IN COMPLIANCE WITH TITLE II

September 18, 2018

Page 2 of 3

recommendations are provided in the final report out. Reference Attachment A for an Executive Summary and Attachment B for full report with all recommendations.

The total estimated cost to implement the ADA Transition Plan is \$76,117,607, with Facility costs estimated to be \$1,235,403 and Right-of-Way costs estimated to be \$74,882,204. It's important to note, the City has been diligently working on addressing and improving ADA conditions which include working on Trip Hazard Removal and ATP Cycle II and IV projects. The result of each of those projects will reduce the estimated costs of the Right of Way component of the ADA Transition Plan.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In Fiscal Year 2010/2011, the U.S. Department of Justice updated Title II of ADA (28 CFR §35.105 and 28 CFR §35.150(d)); which requires that all public entities with 50 or more employees create a "transition plan" that sets forth the steps necessary to ensure compliance with ADA and its implementing regulations. The City looks to comply with Title II of the ADA by incorporating changes that focus on accessibility improvements to City facilities and infrastructure by updating its ADA self-evaluation and transition plan. The transition plan detail methods that make that feature accessible and develop cost estimates for each of the recommendation. The transition plan will create a timeline and prioritization for the improvements. This effort will also look at the policies and programs to ensure that all programs are accessible.

FISCAL IMPACT/FINANCING

Approval of the recommended action will have no adverse fiscal impact to the General Fund. However, the City will need to develop a long term strategy to address the fiscal impact of the proposed recommendations.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL OF THE AMERICAN WITH DISABILITIES ACT
TRANSITION PLAN IN COMPLIANCE WITH TITLE II**

September 18, 2018

Page 3 of 3



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Executive Summary
- B. Transitional Plan (Available in the Office of the City Clerk)

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

ADA SELF EVALUATION AND TRANSITION PLAN



SEPTEMBER 2018
FINAL REPORT
PREPARED BY OWEN GROUP

This Page Intentionally Left Blank

LIST OF APPENDICES

VOLUME 1: SELF EVALUATION AND TRANSITION PLAN

Appendix A	City Programs, and Public Questionnaires
Appendix A-1	Policies and Procedures Findings and Recommendations Matrix
Appendix G	Sample Policies and Procedures
	Appendix G-1: Grievance Policies and Procedures
	Appendix G-1: Notice under the Americans with Disabilities Act – ADA
	Appendix G-2: Grievance Policies and Procedures
	Appendix G-3: Sample Grievance Procedure
	Appendix G-4: Assistive Listening Systems
	Appendix G-5: Employment and ADA
	Appendix G-6: Reasonable Accommodation Request Form
	Appendix G-7: Public Meetings
	Appendix G-8: Public Notice
	Appendix G-9: Public Event Policy and Checklist
Appendix H	Disability Etiquette
Appendix I	Web Accessibility
Appendix J	ADA Primer for State and Local Governments
Appendix K	ADA Best Practices Toolkit: General Effective Communication Requirement and DOJ Statement on Effective Communication
Appendix L	Commonly Asked Questions about the ADA and Law Enforcement
Appendix M	Emergency Preparedness Resources
Appendix M-1	ADA Best Practices: Emergency Management under Title II

VOLUME 2: FACILITY BARRIER ASSESSMENT REPORT

Appendix B-1	Facility Barrier Cost Table
Appendix B-2	Facility Barrier Photo Report

Table of Contents

VOLUME 1: ADA SELF EVALUATION AND TRANSITION PLAN	1
PART 1: BACKGROUND.....	1
1.2 City Profile	1
1.2 Overview	1
1.3 Purpose	2
1.4 Legislative Requirements	4
1.5 Summary of this Report	5
1.6 Methodology	6
1.7 Definitions.....	9
PART 2: SELF EVALUATION	13
2.1 General Recommendations	13
2.2 Citywide Evaluation of Programs and Policies	15
2.2.1 Public Notice and Written Notifications	15
2.2.2 ADA Coordinator.....	16
2.2.3 Grievance Procedures	17
2.2.4 Fees and Surcharges.....	18
2.2.5 Use of Consultants.....	18
2.2.6 Access to Programs, Services, and Activities	19
2.2.7 Modifications to Policies, Practices, or Procedures	19
2.2.8 Public Meetings	20
2.2.9 Equally Effective Communication	21
2.2.10 Distribution of Publications	22
2.2.11 Website Accessibility.....	23
2.2.12 Printed Information.....	24
2.2.13 Telephones, Communication Devices, and Auxiliary Aids	25
2.2.14 Document Review	26

2.3 Departmental Evaluation of Programs and Policies 31

 Department-Specific Findings and Recommendations 32

2.4 Public Input and Comments 35

2.5 Conclusion and Action List 36

 2.5.1 ADA Action List 36

PART 3: TRANSITION PLAN 37

 3.1 Physical Barrier Removal Prioritization 37

 3.2 Right of Way Barrier Removal Prioritization 40

 3.3 Phasing and Expenditure Plan 41

 3.4 Funding 41

PART 4: ADA TOOLKIT 43

 4.1 List of ADA Resources 44

Appendix A: City Programs and Public Questionnaires 53

Appendix A-1: Policies and Procedures Findings and Recommendations Matrix 54

Appendix G: Sample Policies and Procedures 55

Appendix H: Disability Etiquette 56

Appendix I: Web Accessibility 57

Appendix J: ADA Primer for State and Local Governments 58

Appendix K: ADA Best Practices Toolkit – Effective Communication Requirement and DOJ Statement on Effective Communication 59

Appendix L: Commonly Asked questions about the ADA and Law Enforcement 60

Appendix M: Emergency Preparedness Resources 61

Appendix M-1 ADA Best Practices- Emergency Management Under Title II 62

LIST OF APPENDICES

VOLUME 1: SELF EVALUATION AND TRANSITION PLAN

Appendix A	City Programs, and Public Questionnaires
Appendix A-1	Policies and Procedures Findings and Recommendations Matrix
Appendix G	Sample Policies and Procedures
	Appendix G-1: Grievance Policies and Procedures
	Appendix G-1: Notice under the Americans with Disabilities Act – ADA
	Appendix G-2: Grievance Policies and Procedures
	Appendix G-3: Sample Grievance Procedure
	Appendix G-4: Assistive Listening Systems
	Appendix G-5: Employment and ADA
	Appendix G-6: Reasonable Accommodation Request Form
	Appendix G-7: Public Meetings
	Appendix G-8: Public Notice
	Appendix G-9: Public Event Policy and Checklist
Appendix H	Disability Etiquette
Appendix I	Web Accessibility
Appendix J	ADA Primer for State and Local Governments
Appendix K	ADA Best Practices Toolkit: General Effective Communication Requirement and DOJ Statement on Effective Communication
Appendix L	Commonly Asked Questions about the ADA and Law Enforcement
Appendix M	Emergency Preparedness Resources
Appendix M-1	ADA Best Practices: Emergency Management under Title II

VOLUME 2: FACILITY BARRIER ASSESSMENT REPORT

Appendix B-1	Facility Barrier Cost Table
Appendix B-2	Facility Barrier Photo Report

VOLUME 3: RIGHT OF WAY BARRIER ASSESSMENT REPORT

Appendix C-1	Sidewalk Barrier Photo Report
Appendix C-2	Curb Ramp Barrier Photo Report
Appendix C-3	Intersections Barrier Photo Report
Appendix C-4	Transit Stop Barrier Photo Report
Appendix C-5	City Maps

ADA SELF EVALUATION AND TRANSITION PLAN

PART 1: BACKGROUND

1.2 Overview

The City of Huntington Park is committed to providing their programs, services, and facilities accessible to all without discrimination, and also complying with the Americans with Disabilities Act (ADA) and other federal and state laws, codes and regulations, and Proposed Guidelines for Accessible Rights-of-Way (PROWAG).

Through this ADA Self-Evaluation and Transition Plan, programmatic and physical accessibility barriers were reviewed and identified. It is the intent of the City of Huntington Park to improve the City-wide and Department-specific programmatic and physical accessibility barriers summarized in the following areas:

Policies and Procedures: Establish policies and practices that set City-wide general prohibitions against discrimination on the basis of disability. Refer to Appendix G for sample policies and procedures.

Outreach and Information: Notices, printed materials, televised and audiovisual information, City website, public telephones and communication devices need to be accessible to persons with disabilities. Notices and printed information need to include information on whom to contact to request ADA accommodations and be provided in alternate formats (e.g. large print, closed captioning etc.) upon request. City website needs modifications to meet accessibility guidelines per Appendix I.

Training and Staffing: Raise the current level of training and experience of City staff across City Departments in their knowledge of the policies and procedures regarding providing equal access to individuals with disabilities.

Programs and Activities: Continue to provide accessibility in terms of program eligibility and admission, public meetings, tours and trips, transportation services, the use of consultants or contractors to provide City services. Include accessibility issues in emergency evacuation procedures, and perform evaluations of accessibility at special events on City property using the provided checklist in Appendix G-9.

Accessible/Adaptive Equipment: Make available automated electronic equipment and auxiliary aids to assist individuals with disabilities participate in City programs. Refer to the definitions section regarding Auxiliary Aids. Raise the level of awareness among City employees about the location and use of these equipment.

Removal of Physical Barriers: This report establishes a 10-year plan for the removal of physical barriers or obstacles that prevent or restrict the entrance or use of buildings, facilities, and public rights-of-way.

1.3 Purpose

This ADA Self-Assessment and Transition Plan has been prepared to fulfill the requirements set forth in Title II of the Americans with Disabilities Act (28 CFR §35.105 and 28 CFR §35.150(d)); which requires that all public entities with 50 or more employees create a “transition plan” that sets forth the steps necessary to ensure compliance with ADA and its implementing regulations.

This report analyzes two kinds of accessibility: program accessibility and physical accessibility. For there to be an absence of discrimination, both types of accessibility must be provided.

1.4 Legislative Requirements

The American with Disabilities Act (ADA) is a federal civil rights law for persons with disabilities that prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. There are five parts or Titles to the ADA:

- Title I of the ADA prohibits discrimination by employers against qualified individuals with disabilities in all aspects of employment.
- Title II covers State and Local Government activities and prohibits discrimination in the City’s policies, programs, services, and facilities that are available to the public. The regulations are set forth in the 2010 Accessibility Standards, which have been adopted by the US Department of Justice, and used as the model code in the California Building Code.
- Title III prohibits discrimination on the basis of disability in the activities of places of public accommodations (businesses that are generally open to the public and that fall into one of 12 categories listed in the ADA, such as restaurants, movie theaters, schools, day care facilities, recreation facilities, etc.).
- Title IV addresses telephone and television access for people with hearing and speech disabilities; which requires telephone companies to provide telecommunication relay services and federally funded public television announcements to include closed captioning.
- Title V contains supplemental regulations that are not explicitly covered in other parts of the law, but are intended to apply broadly across all other titles.

Title II has the broadest impact on the City of Huntington Park and is intended to protect qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. Title II extends the prohibition of discrimination on

the basis of disability established by Section 504 of the Rehabilitation Act of 1973, as amended, to all activities of State and local governments, including those that do not receive Federal financial assistance.

The California Code of Regulations, Title 24, Part 2 (commonly referred to as Title 24) mandates that all publically funded buildings, structures and related facilities shall be accessible to and usable by persons with disabilities. Although California has adopted most of the Department Of Justice's implementation of the ADA guidelines, there are some differences. In general, the more restrictive requirements (whether federal or state) should be applied when designing accessible facilities. Title 24 was incorporated in the evaluation of physical architectural barriers as part of the Transition Plan described in Part 3 of this report.

The Unruh Civil Rights Act (Cal. Civ. Code § 51(f)) and the California Disabled Persons Act (Cal. Civ. Code § 52(a), 54(a)) allow plaintiffs to add state claims for money damages onto ADA lawsuits filed in federal court. This is not the case in other states, where ADA plaintiffs are entitled only to having an access issue remedied, plus attorney's fees.

Title VI of the Civil Rights Act of 1964 protects people from discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. The US Department of Transportation Federal Transit Administration works to ensure nondiscriminatory transportation in public transit systems, including transit buses and rail vehicles. Compliance with these transit related regulations is outside the scope of this report. In the area of transportation, this report will cover Title II of the ADA- including public right of way issues such as bus stop compliance, as well as policies and procedures of the Transportation Department and paratransit service.

The law prohibits excluding persons with disabilities or denial of benefits from the services programs, or activities offered by the City (28 CFR §35.130(a)). It is the City's responsibility to provide access to its programs, services and activities in both owned and leased facilities (28 CFR §35.130(b)(4)). This document presents the results of our review of access programs, services and activities. This report will assist the City of Huntington Park to identify policy, program, and physical barriers to accessibility and to develop barrier removal solutions that will facilitate the opportunity of access to all individuals.

1.5 Summary of this Report

Volume 1 is divided in four (4) parts and describes the process by which policies, programs, and facilities were evaluated for compliance with the ADA, presents the findings of that evaluation, and provides recommendations to ensure compliance. Volume 2 (Appendix B) is the Facilities Barrier Report, and Volume 3 (Appendix C) is the results of the survey of the City's sidewalks, curb ramps, and traffic signals within the right-of-way throughout the City.

Part 1: Background

Part 1 provides an overview of the requirements for developing this ADA Self-Evaluation and Transition Plan and outlines the plan development process, purpose, legislative requirements, City Profile, methodology and definitions of key terms used among the disability access community.

Part 2: ADA Self-Evaluation

Part 2 is the assessment of the City's current policies, practices, and procedures. The Self-Evaluation identifies and makes recommendations to correct those policies and practices that are inconsistent with Title II requirements. As part of the Self-Evaluation, the City:

- Identified the City's programs, activities, and services; and
- Reviewed the policies, practices, and procedures that govern the administration of the City's programs, activities, and services.

The goal of this Self-Evaluation is to develop policy recommendations for the City and each of its Departments, and to foster ties between City staff and representatives of the disabilities community. The process of making City programs accessible will be an ongoing one.

Part 3: ADA Transition Plan

Part 3 includes a review of physical barriers of sites for compliance with the Americans with Disabilities Accessibility Guidelines (ADAAG) and Title 24 of the California Code of Regulations (which is cited as the California Building Code) and a barrier removal/transition plan. The specific requirements for preparation of an acceptable Transition Plan are described in 28 CFR §35.150(d)(3). This plan includes:

- A list of the physical barriers in the City's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities;
- A list of physical barriers in the City's public rights-of-way that limit the accessibility of persons on sidewalks, curb ramps, intersections, and bus stops.
- A detailed outline of the methods to be used to remove these barriers and make the facilities accessible;
- A schedule for taking the steps necessary to achieve compliance with the ADA, Title II; and
- The name of the individual responsible for the plan's implementation.

PART 4: Tool Kit

Part 4 contains references to Federal, State, and other groups for the City to maintain the program accessibility guidelines, standards, and resources.

1.6 Methodology

The process to prepare this ADA Self-Evaluation and Transition Plan included discussions with Department heads and employees; the administration of Departmental program accessibility questionnaires; a review of the City's published rules, regulations and policies; a survey available to the public to identify physical barriers in public facilities and streets; and a public involvement process in the preparation and review of this report. The public was informed about the preparation of this report and their opportunity to comment through a public announcement.

A City-wide assessment of all City owned parks and building facilities was performed to identify physical barriers, the results are presented in Volume 2. A City-wide assessment of the sidewalks, curb ramps, and traffic signals with the right-of-way throughout the City was also performed and is presented in Volume 3 of this Report. Data on construction project costs from an industry standard database was used to calculate the costs of the barrier removal recommendations in Volumes 2 and 3.

Policies, programs, and procedures were evaluated to determine current levels of service and the extent to which its policies and programs created barriers to accessibility for persons with disabilities. This process included various City Departments completing a Departmental program and policy questionnaire (A blank questionnaire can be found in Appendix A). From the information provided in the completed questionnaire and follow-up interviews, staff provided information on the nature of the programs, forms and methods used to advertise the program's services and activities, a profile of current participants, the types of equipment and materials used, testing and entrance requirements, the level of staff training, and any special modifications provided.

The self-evaluation process identified accessibility issues that have both City-wide and Department specific impacts. Specific issues have been identified and presented into actions that should be implemented. Issues that have commonality across all Departments have been incorporated into policy recommendations for overall application. Findings from each Department's report and recommendations can be found in Part 2 and a copy of the blank questionnaire can be found in Appendix A.

The Owen Team has assessed the following City facilities:

Salt Lake Park Recreation	SLPR
Salt Lake Park Community Center	SLPCC
Salt Lake Park	SLP
Salt Lake Park Community Center (Parking Lot)	SLCC
Raul R. Perez Memorial Park	RPMP
Civic Center	CC
Freedom Park	FR
City Hall	CH

PART 2: SELF EVALUATION

The self-evaluation process identified accessibility issues that have both City-wide and Department specific impacts. The Citywide findings and recommendations apply to all Departments. The Citywide recommendations will be made part of each Department's implementation strategy. Findings from each Department's report and recommendations can be found in Part 2 and a copy of the blank questionnaire can be found in Appendix A.

2.1 General Recommendations

These recommendations are the ongoing efforts and business practices to maintain accessibility to programs and services.

Public Review: This plan should be available for public review (28 CFR §35.150(d)(1)). The City should maintain this plan (in all the appropriate alternate formats) for public access review and inspection.

Terminology: Although not a code requirement, City publications should be reviewed to see if the word "handicapped" is used. The words "individuals with disabilities" or "persons with disabilities" should replace "handicapped". The term "disabled person" should also be avoided.

Prohibition Against Discrimination and Nondiscriminatory Treatment: (28 CFR §35.130(a) and (b)(1)(i)thru(iv)) The ADA prohibits public entities from excluding persons with disabilities or denied the benefits from the services programs, or activities offered by the public entity. This is accomplished by the City completing the following actions:

- The completion of this self-evaluation and transition plan is a significant step in ensuring the City does not have discriminatory treatment.
- Maintenance of Records: For three years after completion of the Self-Evaluation, the City must keep a record of any problems identified (28 CFR §35.105). Ongoing customer satisfaction surveys and other methods for public input will assist with ongoing input to enhance the efforts of the City to serve individuals with disabilities; therefore, the City should maintain the public input questionnaire available to the public.
- The City should budget and implement the recommendations in the Transition Plan presented in this report.
- Maintenance of accessible features: The City needs to develop and implement a maintenance program for their accessible features and elements (28 CFR §35.133).
- Training: On-going compliance with the ADA can only be achieved if City staff and officials receive training. Although training is not required by the ADA, continuing training regarding the requirements of the ADA is recommended. The City should develop and implement an

annual training program for all employees. Staff training programs needs to include the following subjects:

Disability etiquette: Staff members who interact with the public should be aware of the many tips on interacting with individuals with disabilities. Refer to Appendix H for Disability Etiquette.

Acceptable methods for reasonable accommodations: Staff members should be aware of simple and easy methods to accommodate individuals with disabilities.

Resources available: Staff members should know about auxiliary aids, services, assistive listening devices etc. available. All staff members should know where to look and who to call.

ADA Coordinator: Consider the various organizations that hold training specifically for ADA coordinators, such as the ADA Coordinator Certification Program and the National Association of ADA Coordinators.

Accessible PDF: Regardless of whether documents are created in Adobe PDF, Microsoft Word, or another format, there are right and wrong ways to create documents in order to ensure people with disabilities can access them. It is advisable to provide training to City Staff on PDF accessibility.

2.2 Citywide Evaluation of Programs and Policies

The following findings and recommendations are also presented in matrix form in Appendix A-1.

2.5 Conclusion and Action List

Based on the above-referenced findings, the City of Huntington Park is taking actions referenced below and will continue to look for ways to remove barriers to accessibility. In order to confirm follow-up on corrective actions recommended by this report, the City will institute an ADA Action List, which documents its efforts. Upon adoption of this report by City Council, the log will be reviewed and updated on an annual basis.

2.5.1 ADA Action List

Physical Barriers	Implementation Date	Responsible Party
Perform ADA inspections at any remaining Huntington Park Facilities not assessed here	2019	Community Development and Public Works
Solicit quotes to perform renovations necessary to bring facilities into compliance	2020	Community Development and Public Works
Implement renovations as funding becomes available	2020-2030	Community Development and Public Works
Implement sidewalk renovations as funding becomes available and/or alongside CIP projects	2020-2030	Community Development and Public Works
Research and apply for grants related to disability access	2020	Community Development and Public Works
Programmatic Barriers	Implementation Date	Responsible Party
Adopt and Post online the ADA Grievance Policy and Procedure	2019	ADA Coordinator
Adopt, Distribute, and provide staff training on City Reasonable Modification Policy	2019	ADA Coordinator
Perform a comprehensive evaluation of City Website and improve web accessibility	2020	IT Department
Perform training for ADA Coordinator	2019	ADA Coordinator
Perform training for City Staff on ADA Transition Plan	2019	ADA Coordinator

PART 3: TRANSITION PLAN

3.1 Facilities

Because the City of Huntington Park has a large number of facilities, it is impossible to immediately renovate all facilities that create barriers to program access, barriers to facilities will be removed systematically. This Transition Plan includes a 10-year budgeting plan that implements the barrier removal.

Facilities targeted in Priority 1 will become a high priority for capital improvement funding.

The responsibility for ensuring the barrier removal will reside with the City Manager and the ADA Coordinator.

Level 1: High Visibility / High Use Items

Level One priorities are assigned to immediate features that significantly affect access to facilities. For example:

Pedestrian Access Routes:

- Tripping Hazards
- Overhead Clearance Obstacles
- Loose Debris Impeding Access Routes
- Detectability issues

Facilities:

- Entry walks and doors
- Handrail Modifications
- Signs indicating accessible entrances
- Overhead Obstacles
- Accessible Parking Stalls

Level 2: Barriers That Pose Obstacles to Access Routes and Hinder Access to Programs.

Level Two priorities are those features that create obstacles to both roadside and facility pedestrian access routes. Also included are barriers to programs, activities, and services provided by the City. For example:

Pedestrian Access Routes:

- Driveway Landings
- Impediments to Access route width

Facility Access:

- Conference rooms, classrooms, program areas. The most frequently used and highest volume rooms as Level Two priorities. Duplicate rooms or features are prioritized at a lower level).
- Primary doors into program areas.
- Braille and tactile signage.
- Assistive-listening devices.
- Public restrooms.
- Showers and locker rooms associated with swimming programs.
- Transaction counters where information is offered, bills are paid, etc.

Level 3: Minor Access and Amenity Barriers.

Level Three priorities are those features that are not immediately preventing passage but provide hardship to the impaired. Also included are features that do not directly affect access to programs, activities, and services provided by the City. For example:

Pedestrian Access routes:

- Cracked cement slabs.

Facility Access Routes:

- Doors that pose little obstacle to program access.
- Vending machines, drinking fountains, light switches, electrical outlets, and storage rooms in program areas.

This report proposes a 10-year plan to implement the City of Huntington Park ADA improvements for removal of physical barriers. The projected schedule is based on a realistic estimate of the funding availability and timing for design and permitting. Some lower priority items are scheduled for the near term because they require little planning and can be achieved with minimal costs and can be completed by City staff.

It is up to the City's discretion what make sense in terms of implementation schedule and the City may schedule these barrier removal activities as they see fit.

Total Cost by Facilities and Priority

	Priority 1	Priority 2	Priority 3	Grand Total
City Hall	\$ 87,009.00	\$187,388.50	\$1,215.50	\$ 275,613.00
Civic Center	\$ 4,576.00	\$ 28,327.00		\$ 32,903.00
Freedom Park	\$ 14,209.00	\$ 43,920.50		\$ 58,129.50
Raul R. Perez Memorial Park	\$ 17,862.00	\$100,795.50		\$ 118,657.50
Salt Lake Park Community Center (Parking Lot)	\$ 12,662.00	\$ 2,652.00		\$ 15,314.00
Salt Lake Park	\$ 123,825.00	\$108,927.00	\$ 117.00	\$ 232,869.00
Salt Lake Park Community Center	\$ 1,300.00	\$ 37,505.00		\$ 38,805.00
Salt Lake Park Recreation	\$ 135,564.00	\$325,702.00	\$1,846.00	\$ 463,112.00
Grand Total	\$ 397,007.00	\$835,217.50	\$3,178.50	\$1,235,403.00

Recommended Ten-Year Transition Plan for Facilities

Year	Cost	Escalated Cost (4%)	Description
Year 01	\$123,656.00	\$123,656.00	All priority 1 items for City Hall, Civic Center, Freedom park and Raul R. Perez Memorial Park
Year 02	\$54,119.00	\$56,283.76	All priority 1 and Priority 2 items at Salt Lake Park Community Park Parking Lot, and All Priority 1 and Priority 1 Items at Salt Lake Park Community Center
Year 03	\$123,825.00	\$133,929.12	All priority 1 items at Salt Lake Park
Year 04	\$135,564.00	\$152,491.06	All Priority 1 items at Salt Lake Park Recreation
Year 05	\$122,021.25	\$142,747.60	First Half of City Hall Priority 2 Items and all Priority 2 Items at Civic Center
Year 06	\$137,614.75	\$167,429.39	Rest of City Hall Priority 2 Items and all Priority 2 Items at Freedom Park
Year 07	\$100,795.50	\$127,538.46	All Priority 2 items at Raul Perez Park
Year 08	\$163,030.83	\$214,537.45	One Third of Priority 2 items at Salt Lake Park Recreation and First Half of Priority 2 Items at Salt Lake Park
Year 09	\$163,147.83	\$223,279.08	One Third of Priority 2 items at Salt Lake Park Recreation and 2nd Half of Priority 2 Items at Salt Lake Park and All Priority 3 Items at Salt Lake Park
Year 10+	\$111,628.83	\$158,882.64	One Third of Priority 2 items at Salt Lake Park Recreation and Priority 2 items at City Hall and Priority 3 Items at Salt Lake Park Recreation
Grand Total	\$1,235,403.00	\$1,500,774.56	

3.3 Right of Way

The purpose of this assessment is to provide the City of Huntington Park an overview of the various accessibility issues presently found. The code does not require a public agency to implement all changes to meet the technical requirements of the code, but does require this assessment and a plan to remove these barriers. In terms of removing barriers to accessibility in the public right of way, the following is the recommended prioritization of projects.

Right of Way Priority 1: Based on Requests, Severity, and Location

- **Requests from Qualified persons with disabilities.** Generally, requests come from residents with disabilities who wish to get to and from their home or work place to transportation, school, medical facilities or other areas to accommodate their activities of daily living. The City will evaluate requests and proceed with necessary improvements to ensure access.
- **Curb Ramps** on Major Streets.
- **Vertical Displacements** on Major Streets.
- **Obstructions less than 4' clear** on Major Streets.
- **Sidewalks with greater than 5% cross slopes** on Major Streets, Collectors, and Residential Streets.
- **Traffic Signals** with high pedestrian use.
- **Bus Stops and Shelters** in high bus use / pedestrian areas.

Right of Way Priority 2: Based on Medium Severity obstructions and Location

- Vertical Displacements on collectors and residential streets.
- Driveways on Major Streets.
- Traffic Signals and Bus Stops not in Phase 1.
- Obstructions less than 4' clear on collectors and residential streets.
- Sidewalks with 2%-4.9% cross slopes on Major Streets, Collectors, and Residential Streets.

Right of Way Priority 3

- **Within the City right-of-way** locations that do not fall into any of the above groups.
- **Tripping Hazards** on collectors and residential streets.

Total Estimated Cost Summary Table by Priority:

	Estimated Direct Costs	Estimated Project Costs*
Priority 1	\$6,467,675	\$8,407,978
Priority 2	\$18,469,125	\$24,009,863
Priority 3	\$32,664,895	\$42,464,364
Total	\$57,601,695	\$74,882,204

*Includes 30% soft cost allowance, GC cost & fee, escalation and contingency

Estimate costs are based on information obtained from several industry accepted data-base sources, such as R.S. Means, BNI Building News, and National Estimator. These sources are used as a basis, along with the estimator's professional judgment, to adjust for the specific project type, location, complexity and size, and other unique or special circumstances.

All costs represented in this report reflect current-year U.S. dollars. The costs generated are built on identified deficiencies with replacement of materials or components in-kind unless industry standard requires change of material or component type.

Costs for contingency, design, construction management, engineering, permitting, inspection and similar professional services for developing the plans to remove barriers are included in the expenditure plan and estimated at 30%. The Transition Plan is also escalated each year at 4%. Other indirect costs such as temporary space rental or costs associated with fundraising or financing are not included.

Opinions of costs of repair or replacements are approximations only and should not be interpreted as bids or offers to perform work. Actual costs can be affected by the extent of work to be done as one project, the quality of contractor, the quality of materials chosen, and the specific work conditions.

3.5 Funding

The City has identified an annual budgetary goal dedicated to making necessary accessibility improvements. Accessibility improvements that can be made through general maintenance of City facilities or as part of the regular administrative duties of Department staff will be completed first.

Larger capital improvement projects will be completed as funding becomes available. The City is continuously seeking funding for improvements to accessibility.

CALTRANS has published a transportation funding guidebook in August 2008 titled “State and Federal Funds Available for Local Agency Projects.” This document provides concise, high-level overviews of several Federal and State transportation funding programs available to local agencies. Each program description contains key facts about eligibility, project selection, significant dates, references, sources for assistance and other essential information.

The Community Development Block Grant (CDBG) program, administered by U.S. Housing and Urban Development (HUD), is a flexible program that provides communities with resources to address a wide range of unique community development needs.

Attachment B

Transitional Plan

(Copy Available in the Office of the City Clerk)

CITY OF HUNTINGTON PARK

**City Council Meeting Agenda
Tuesday, September 18, 2018**

REGULAR AGENDA

PUBLIC WORKS

15. Well 17 Repair and Rehabilitation Update

- Presentation ONLY -



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 18, 2018

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 PURCHASE ORDER FOR GEOVIEWER APPLICATIONS WITH NOBEL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve purchase order with Nobel for GeoViewer Desktop, GeoViewer Mobile Enterprise and GeoViewer Work Order annual subscriptions; and
2. Authorize City Manager to execute purchase order.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 16, 2016 the City entered a Memorandum of Understanding with the Water Replenishment District (WRD) regarding Reimbursement for Safe Drinking Water Program for Disadvantaged Community Program Services. On April 5, 2016 City Council approved Resolution No. 2016-11 authorizing the City Manager to submit an application to the State Water Resources Control Board for financial assistance to repair and rehabilitate Well 17. Finally, on October 4, 2017 City Council passed Resolution 2016-46 authorizing a Pledged Revenue for a publically owned entity.

Subsequent to authorization the repair and rehabilitation of Well 17 a feasibility study was commissioned to identify cost effective alternatives to bringing Well 17 back online (Attachment A). The study cited the need for a hydraulic model prior to proceeding with construction plans for the preferred option (blending with Well 14). In order to perform the hydraulic modeling a GIS system is required to capture infrastructure data the City and Water Operations did not have. A GIS system includes data such as material type of water mains and lateral connections, sizing, utility configuration, lineal feet, number and locations of booster pumps, Well production capacities, etc. This data is put into modeling software and will indicate if the proposed option of blending will have an unforeseen negative impact on the water delivery system.

CONSIDERATION AND APPROVAL OF PURCHASE ORDER FOR GEOVIEWER APPLICATIONS WITH NOBEL

September 18, 2018

Page 2 of 3

Pursuant to the need for the hydraulic modeling Inframark, through our approved agreement, was able to locate a vendor used by the neighboring cities to capture the above data and develop a GIS system for water operations with a quick turnaround time without long-term contractual obligations (on a year-to-year basis).

With the GIS recently in place, staff anticipates WRD will issue a RFQ or utilize the service of an on-call engineering firm to conduct the hydraulic modeling early this fall.

The City is not currently under contract with the GIS vendor and is operating on a year to year renewal basis as stated above. Should Council decide to not renew licenses in the future there are not any negative repercussions. Currently water operations is using mobile capabilities for asset collections and long term this could become an asset management system for the entire City which applications throughout the Public Works Department.

It is requested that the “work order” application be procured to track field repairs and provide real time updates to the water utility infrastructure. Currently repairs, new service and special annotations are recorded on “As Built” operational maps. Procurement of the proposed application will provide field access to the “As Built” maps while crew is responding to service order requests in the field in addition to real time updates. All data collected is stored on the cloud and is City property and will be used for the hydraulic modeling. The “mobile enterprise” fee allows users to view all GIS data from their iPads or iPhones. Again, this saves crew from returning to the office to check “As Built” maps when making a repair in the field. The “online (desktop)” fee allows an unlimited number of users to view all GIS data from their computers at their work stations. In tandem, supervisors can access GIS data anytime and can monitor progress on service order requests.

FISCAL IMPACT/FINANCING

Funding for this product was approved in the City’s FY 18-19 Adopted Budget for \$30,000 in account number 681-8030-461-53-10, Telephone and Wireless as follows:

GeoViewer Online (Desktop) Annual Subscription Fee	\$10,000
GeoViewer Mobile Enterprise Annual Subscription Fee	\$10,000
GeoViewer Work Order Module Annual Subscription Fee	\$10,000

CONCLUSION

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

CONSIDERATION AND APPROVAL OF PURCHASE ORDER FOR GEOVIEWER APPLICATIONS WITH NOBEL

September 18, 2018

Page 2 of 3

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Well 17 Treatment Feasibility Study
- B. Nobel Quote

ATTACHMENT "A"



4580 E Thousand Oaks Blvd., Suite 101 / Westlake Village, CA 91362
Ph. (805) 648-4840 / F. (805) 379-1718

5/31/2016

Ms. Charlene King, PE
Water Replenishment District
4040 Paramount Boulevard
Lakewood CA 90712

RE: City of Huntington Park Well 17 Treatment Feasibility Study

Dear Ms. King,

MNS has prepared this feasibility study to present the viable treatment options addressing water quality and well discharge capacity issues for the City of Huntington Park's Well 17. The City of Huntington Park (City) is one of the water systems located within the Water Replenishment District (WRD) boundaries. The City of Huntington Park has requested funding assistance through the WRD Safe Drinking Water Disadvantaged Community (DAC) Outreach Program. The program provides technical assistance to water systems supplying water to disadvantage communities. The purpose of the study is to evaluate methods to address water quality and capacity issues, present the feasible alternatives, review ease of use, and present initial capital costs as well as long term operations and maintenance costs.

1.0 Background

The City obtains potable water from two sources: 1) imported water purchased through the Central Basin Municipal Water District (CBMWD), and 2) groundwater from the Central Subbasin in the Coastal Plain of Los Angeles. The City's Municipal Water Department service area encompasses approximately three square miles and served a 2010 population of approximately 64,219 people with a projected 2015 service population of 65,704. The City supplied a total of 4,851 acre-feet (AF) of water to its customers in 2010.

Well 17 is located at 5920 Miles Avenue in Huntington Park, CA, adjacent to Huntington Park High School. The well was originally designed for a flow rate of 2,100 gallons per minutes (gpm) and has four fully functional granular activated carbon (GAC) vessels onsite for the treatment of volatile organic compounds (VOCs). Two original vessels were installed in 2000; two vessels were installed in 2008 to improve treatment system cost effectiveness.

1.1 Water Quality

Currently, Well 17 is experiencing elevated levels of nitrate as shown in Table 1. Since 2012, well water quality test results show high levels of nitrate near the maximum contaminant level (MCL)

established by the State of California Division of Drinking Water (DDW). Well 17 test results did not consistently violate the MCL until March 2014. Since then, the nitrate concentration in this well has been at or exceeded the MCL. Previously, a blending program was proposed in which the nitrate-contaminated well water would be blended with system water to produce an effluent stream with nitrate concentrations below the MCL. This program never proceeded past the conceptual stage as DDW was concerned the contaminated water would circle back to the feed water. The City does not have a hydraulic model of their system which would assist in the modeling of the proposed blending program.

Additionally, Well 17 is experiencing elevated levels of carbon tetrachloride (a VOC), which exceed the MCL as shown in Table 1. The minimum value reported for carbon tetrachloride was recorded on January 12, 2012 and has only worsened over time. The maximum value was reported on October 7, 2014 and has decreased since then, but the concentration remains over 2.0 micrograms per liter ($\mu\text{g/L}$), which is four times the MCL.

Table 1: Chemicals Exceeding the MCL in Well 17

Chemical	Minimum Value	Maximum Value	MCL	Units	Data Sampling Range
Nitrate (as NO_3)	37	55	45	mg/L	1/12/12 to 6/2/15
Carbon Tetrachloride	1.8	3.3	0.5	$\mu\text{g/L}$	1/12/12 to 6/2/15

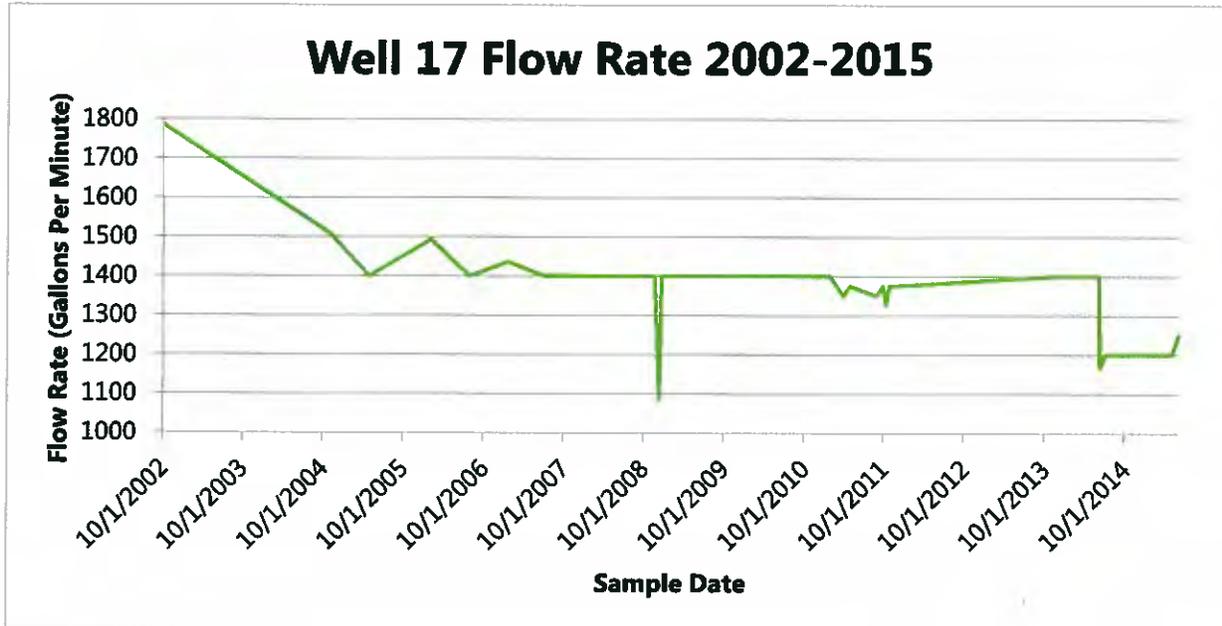
Well profiling for Well 17 conducted by WRD in February of 2016 indicates the presence of nitrate and carbon tetrachloride in concentrations comparable to those listed in Table 1.

1.2 Well Capacity

Well 17 was partially refurbished in 2010 to address declining well production capacity. Budget constraints limited the amount of work that could be accomplished. The well was wire-brushed and jetted for a short period. The well was known to produce a modest amount of sand while pumping, and the pump bowls were worn at that time. The well contractor was able to provide a used test-pump as a low-cost replacement for the City. The motor was minimally refurbished also.

Even with the 2010 refurbishment effort, the well's flow rate has been decreasing as shown in Figure 1. Originally the well had a flow rate of 2,100 gpm but by June 2015, the flow had decreased to 1,200 gpm, 57 percent of its original output.

Figure 1: Historic Flow Rate Data for Well 17 (Source: City of Huntington Park)



Due to the contamination and capacity complications in Well 17, the City has taken the well offline and it is now exclusively used for sampling purposes.

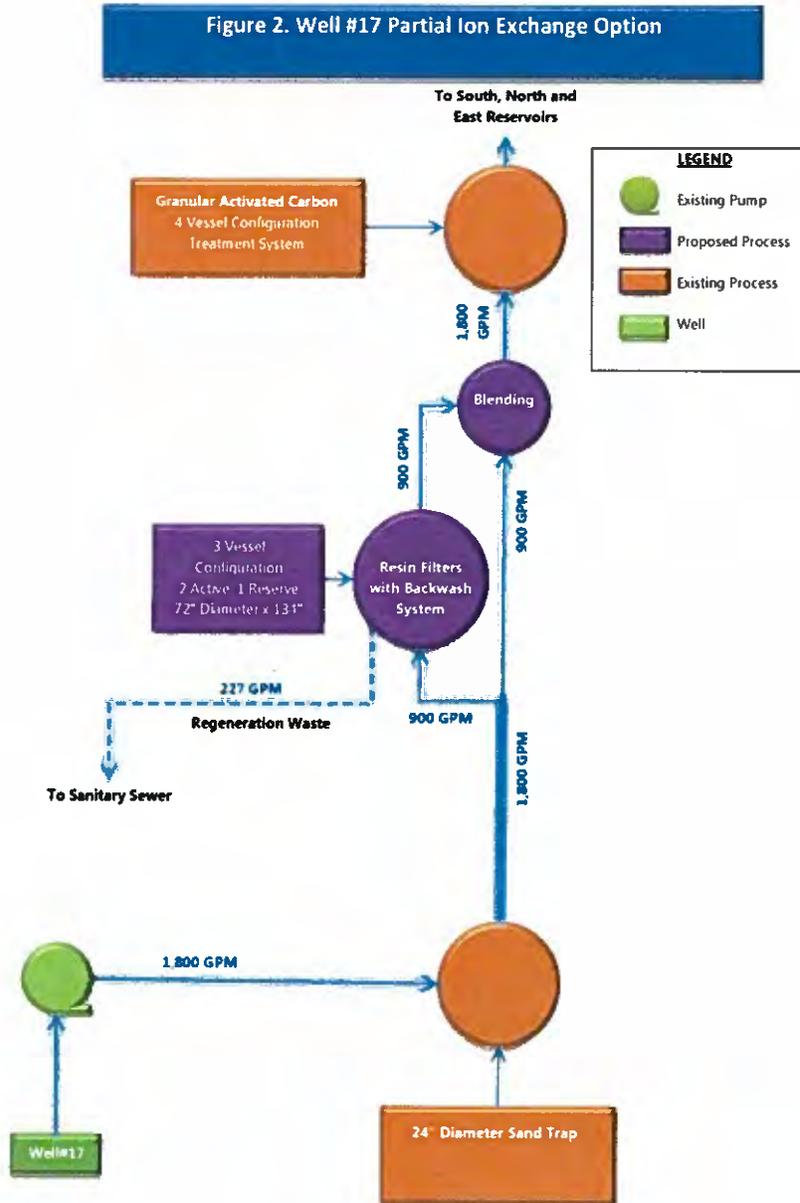
2.0 Potential Treatment Alternatives

In discussions with the consulting hydrogeologist, the levels of carbon tetrachloride are expected to decrease when the well capacity is restored. The existing site is equipped with two GAC filter systems which are expected to adequately treat the known VOC, carbon tetrachloride. As a result, treatment options for carbon tetrachloride have not been evaluated. Furthermore, it is anticipated the full original capacity of the well may not be achievable after restoration and the expected capacity will range from 1,800 to 2,000 gpm.

Though the MCL for nitrate is 45 mg/L as NO_3 , the high nitrate alarms trigger at a lower concentration of 35 mg/L to shut the well off. Nitrate treatment alternatives were evaluated to treat to a concentration of 32 mg/L or less, to maintain regular operation of the well. Five treatment alternatives for nitrate reduction are discussed in the following subsections: 1) partial ion exchange, 2) full ion exchange, 3) autotrophic reduction (ARo), 4) partial reverse osmosis, and 5) blending pipeline. For the purpose of this feasibility study, a capacity of 1,800 gpm at Well 17 has been assumed.

2.1 Treatment Alternative 1 – Ion Exchange, Partial Treatment

This system would utilize a proprietary nitrate removal resin, NITRASEP, manufactured by Ovivo. The treatment methodology for this system is to treat a 900-gpm side stream of the water produced and blend the treated water back to the main stream, resulting in water reliably below the MCL for nitrates. Blending would be achieved by an in-line static mixer. Figure 2 shows a process flow diagram for the treatment process.



The system includes three media vessels plumbed in parallel for nitrate treatment. Each vessel would be an ASME-certified pressure vessel, and have a 230-cubic foot capacity with a diameter of 72 inches and an overall height of 134 inches. The vessels would be designed to treat nitrate contamination at up to 900 gpm with two vessels operational and one on standby. The media requires regeneration using sodium hydroxide, at an estimated rate of 547 gallons of concentrate per cycle, every 20 days of operation.

During normal operation only two filtration vessels would be operating. During a regeneration cycle, the third vessel would be utilized and the regenerated vessel would remain inactive until the next vessel entered a backwash cycle. This would also allow the system to maintain continuous full capacity operation during regeneration cycles, service or media replacement. The system would need to discharge spent regeneration waste to the sanitary sewer. The backwash flow rate is 227 gpm for 1.5 to 2 hours.

Figure 3 shows a conceptual layout of the proposed equipment and existing facilities. The treatment system would include the following components

- Three (3) resin filter vessels, 72" diameter x 134" tall
- Sodium hydroxide storage tank, 120" diameter x 201" tall
- Two centrifugal pumps (one duty, one standby)
- Valves and appurtenances
- Alarms: low flow, pump failure, instrument failure, pH, high and low pressure
- Control panel

Information regarding this system was obtained from W2 Systems. A proposal from W2 Systems for the ion exchange treatment system has been provided as Attachment 1. The capital cost for this system is estimated at \$713,400, including the resin media. Additional piping, electrical improvements and a contingency of 30 percent yields an estimated capital cost of \$1,268,900. Resin media costs would be approximately \$124,800 every three years, or \$41,600 per year. Annual maintenance costs are estimated at \$17,700 per year. The sodium hydroxide supply costs, assuming \$8 per gallon of concentrate, is approximately \$82,600 per year.

Not included in the system cost is an onsite wastewater treatment system to treat the pH regeneration waste prior to release into the sewer. An onsite treatment system would have a capital cost of approximately \$429,600 and a footprint of approximately 500 square feet. The costs for an Industrial Waste discharge connection to the sewer system are not included, nor are annual discharge fees, as the City's sewer system capacity in that location is unknown. Alternatively, regeneration waste could be stored and hauled offsite for disposal. At an additional \$60,000 cost, a 30,000-gallon tank could fit onsite and store the regeneration waste for one resin filter at a time.

The media requires regeneration using sodium chloride (table salt) every 8 hours. A 13-ton briner will be utilized for regeneration of the filter media. Water used in the regeneration process must be softened prior to being used by the briner. Deionization tanks are used to soften the well water before it is supplied to the briner. For continuous treatment, the resin filters could be regenerated one at a time, with three filters always in operation.

The system would need to discharge spent regeneration waste to the sanitary sewer. The four resin filters would discharge a combined 32,500 gallons of waste water per regeneration cycle. Of the 32,500 gallons of regeneration waste, 25,000 gallons will be generated in a fast rinse process. An equalization tank may be required to meter regeneration waste to the sanitary sewer system. Figure 5 shows a conceptual layout of the equipment and existing facilities.

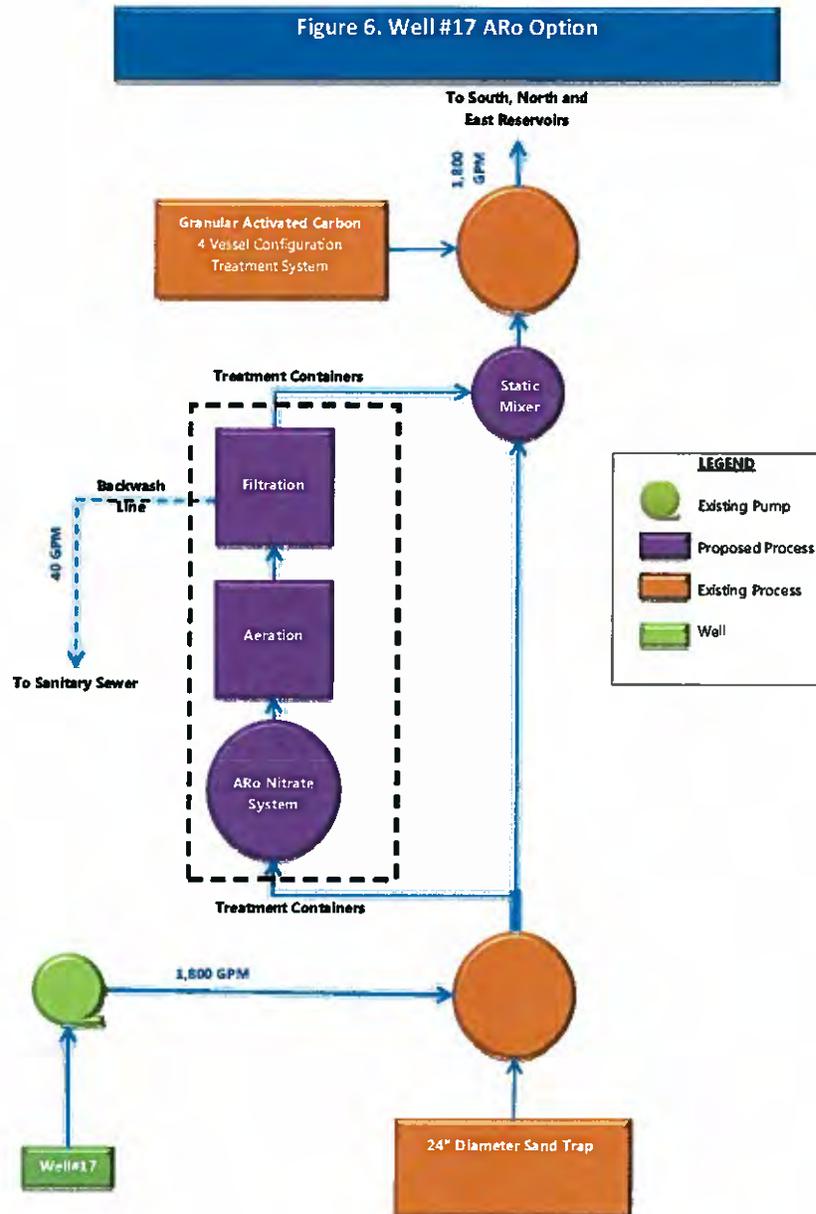
The full ion exchange treatment system includes the following components:

- Programmable controller with graphic display panel
- Remote access modem
- Automatic reset timers
- NEMA 12 control cabinet
- Four resin filter vessels, 78" diameter x 120" tall
- One 13-ton polyethylene briner, 78" diameter x 120" tall
- Two deionization tanks, 3.6 cubic foot each
- 120V heating panels for freeze protection
- Valves and appurtenances

Information regarding Alternative 2 was provided by Filtronics, Anaheim. Attachment 2 includes a proposal from Filtronics for a resin filter ion exchange system at the well site. The system capital cost is estimated at \$581,800. Piping, electrical improvements, and a 30 percent contingency results in a total estimated cost of \$1,126,500. The resin media has a life expectancy of five years and is estimated to cost \$21,600 to replace for all four filters. The resin would have to be regenerated about every eight hours using approximately 2.5 tons of salt per day. Assuming the well runs eight hours every day, the salt required for regeneration would cost approximately \$1,095,000 per year, based on a cost of \$0.60 per pound of salt. Annualized costs for the system do not include a discharge connection to the sewer system or annual discharge fees. If a sewer connection cannot be established or if sewer system capacity is an issue, a tank could be used to store the backwash until it is hauled away and disposed of offsite. The tank would cost an additional \$60,000 and store one filter regeneration cycle.

2.3 Treatment Alternative 3 – Autotrophic Reduction (ARo) System

As an alternative to resin-based ion exchange treatments, a biological treatment system was evaluated. The biologic treatment system would utilize autotrophic bacteria, grown as bio-film in fiber membrane cylinders. Hydrogen gas (H₂) is supplied to the bacterium to assist in nitrate removal. The water is then filtered using conventional methods to remove the biomass added by the biological treatment. A process flow schematic for this alternative is provided as Figure 6.



The system would discharge backwash from the post-biological treatment filters at a rate of 40 gpm. The backwash water would contain standard biomass, at 250 mg/l total suspended solids (TSS), which could be sent to the sanitary sewer. A portion of the backwash could potentially be recaptured. If sewer capacity is not adequate, a holding tank for the backwash may be required to regulate outflow of the backwash to postpone waste disposal until the lowest flow period during the operational diurnal pattern.

The ARO treatment system, hydrogen supply and post-ARO filters would be contained in three standard shipping containers. If needed due to space constraints, the shipping containers can be placed in a stacked configuration. Figure 7 shows a conceptual layout of the equipment and existing facilities.

The ARO treatment system includes the following components:

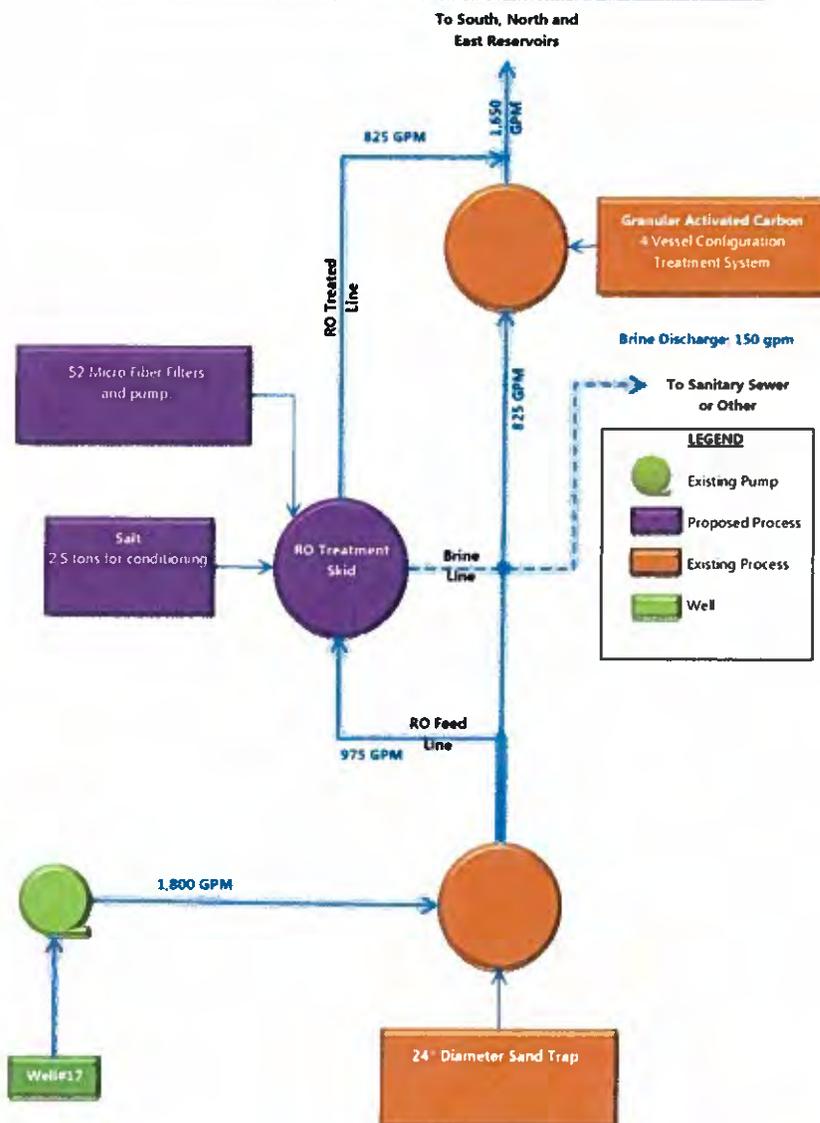
- Onsite Hydrogen (H₂) generator
- Fiber Membrane Rolls
- Reaction Tank
- Pump Skid and Control System
- Filters

Information regarding Alternative 3 was provided by APTwater. Attachment 3 includes a proposal from APTwater for an ARO treatment system at the well site. The system capital cost is estimated at \$3,600,000. Piping, electrical, and 30 percent contingency on site improvements yields a total estimated capital cost of \$4,791,000. The operational costs, excluding labor, are estimated at \$376,000 per year. The fiber membrane rolls need replacement approximately every seven years for an annualized replacement cost of approximately \$182,000. These costs do not include a discharge connection to the sewer system or any annual discharge fees imposed. If a sewer connection is prohibited, a 30,000-gallon tank could be used to store the backwash for disposal offsite. The tank would cost an additional \$60,000 and would need to be emptied once for every three backwash cycles.

2.4 Treatment Alternative 4 – Reverse Osmosis, Partial Treatment

A partial treatment system using Reverse Osmosis (RO) technology was also evaluated. The partial RO treatment would supply approximately 50 percent of the flow produced by the well to an RO treatment skid. The RO skid would treat 85 percent of the well water supplied to it, approximately 42 percent of the total water produced by the well. Water treated by the RO skid would then be combined with water bypassing the RO system to produce a blended water supply below the MCL for nitrates. A process flow schematic for this alternative is provided as Figure 8.

Figure 8. Well #17 Reverse Osmosis and Blending Option



Salt would need to be supplied to the RO system. The system would discharge 150 gpm of effluent brine. If the waste brine cannot be discharged to the sanitary sewer system for treatment, a holding tank for the brine would be required. The RO treatment system would be contained in a 32-foot-long by 12.5 foot wide by 11 foot high treatment skid. Figure 9 shows a conceptual layout of the equipment and existing facilities. The RO treatment system includes the following components:

- RO skid:
 - One (1) cartridge filter housing, 304 SS, with fifty-two 5-micron filters
 - 316L SS high pressure piping
 - 316L SS low pressure feed and product piping
 - Feed/product blend line with manual flow control
 - One (1) RO high pressure pump
 - Twenty-four FRP 300 psig ASME code reverse osmosis element pressure vessels
 - One hundred sixty eight reverse osmosis membranes: Dow/Filmtec or equal
 - Automatic actuated butterfly valve on feed
 - Pressure, flow, pH, ORP, and conductivity instrumentation
- Main panel controls
- All valves, sample valves, and instrumentation to provide a fully functioning RO system

Information regarding Alternative 4 was provided by W2 Systems, whose proposal is included as Attachment 4. The system capital cost is estimated at \$1,034,000 including site improvements and a 30 percent contingency. The operational costs, excluding labor, were estimated at \$62,000 per year which includes replacement of the fiber rolls every 3 years at a cost of \$151,200. Costs and fees associated with a sewer connection for RO brine waste have not been included in the costs estimated for this alternative. Onsite storage of brine waste for hauling disposal offsite would be a substantial effort for this alternative. In a 24-hour operational period a total of 216,000 gallons of brine waste would be produced. If a single 30,000-gallon tank were used for storage it would need to be emptied every 3 hours.

2.5 Treatment Alternative 5 – Blending Line

In contrast to direct treatment options, water from Well 17 could be blended with water from another well to produce water with nitrate levels below the MCL. As mentioned in Section 1.1, this had been discussed previously but the concept has been modified to include a dedicated pipeline between the wells. The closest well without known nitrate constituents is Huntington Park Well 14, located at the corner of Randolph Street and Bissel Street.

Well 14 has a capacity of 1,100 gpm. The blending ratio is based on the average Well 14 nitrate concentration of 2.6 mg/L as NO₃ and the maximum nitrate concentration of 55 mg/L as NO₃ at Well 17. The resulting concentration of nitrate would be approximately 28.8 mg/L using 1,400 gpm from Well 17. Table 2 summarizes the blending scenario and Figure 10 shows a conceptual diagram of the blending alternative.

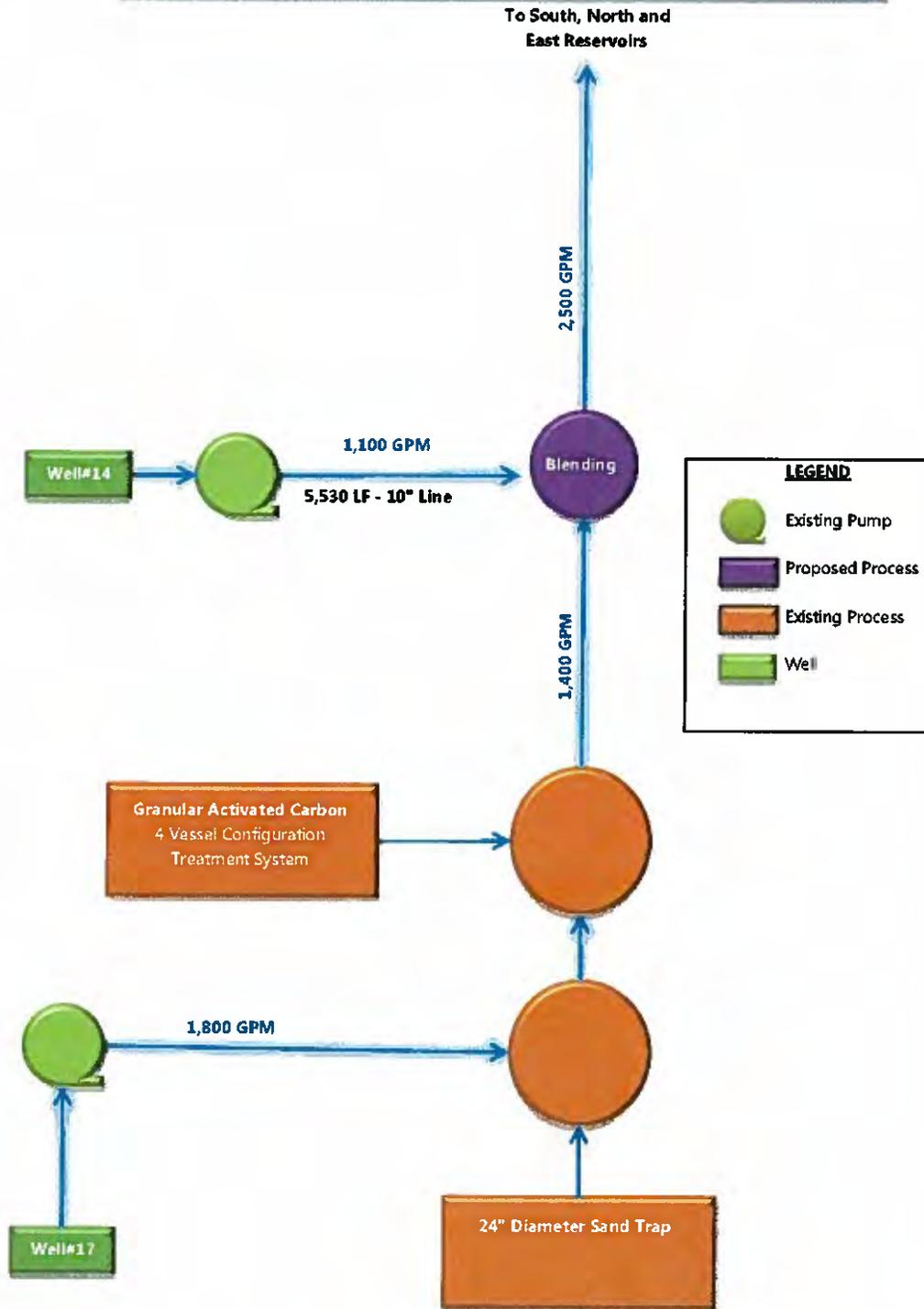
Table 2: Blending Scenario for Well 17 and Well 14

Well	Capacity (gpm)	Nitrate as NO ₃ (mg/l)	Blend Flow (gpm) ¹	Percent of Capacity (gpm)
Well 14	1,100	2.6	1,100	100%
Well 17	1,800	55	1,400	78%

¹ Multiple blending scenarios possible, maximum supply from Well 14 was assumed for cost estimation purposes. Actual supply should be optimized utilizing well pump and operational settings in the design phase of the project.

A 10-inch blending pipeline from Well 14 to Well 17 would be approximately 5,530 feet in length and would cross several intersections and require one railroad crossing, as shown in Figure 11. A redundant pump would also be added at Well 14 to ensure production would continue at both wells if the existing pump at Well 14 were inoperable. Construction of the blending option is estimated to cost \$2,980,600. The blending line would not have annual expenses for treatment media or produce a treatment waste stream. A cost estimate for Alternative 5 is included in Attachment 5.

Figure 10. Well #17 Blending Line



3.0 Summary of Potential Treatment Alternatives

A comparison of the advantages and disadvantages of each treatment system is summarized in Table 3.

Table 3: Comparison of Treatment Alternatives

Alternative	Treatment Features				Good	Poor	
	Life Span	Foot Print (Square Feet)	Construction Difficulty	Reliability	Training / Ease of Operation	Industry Experience	Waste Management
1 – Partial Resin Treatment	30+ Years	530	Prefabricated Filters, pad construction required	Media reliable with regular regeneration	Fewer Treatment Elements	Newer Technology	Acidic Waste
2 – Full Resin Treatment	30+ Years	780	Prefabricated Filters, pad construction required	Media reliable with daily regeneration	Fewer Treatment Elements	Newer Technology	Brine Waste
3 – Autotrophic Reduction	30+ Years	480-960	Prefabricated Skids	Bacterium Survivability	Multiple Treatment Elements	New To Industry	Waste Biomass, Easy Treatment
4 – Partial RO	30+ Years	400	Prefabricated Skid	Media reliable with regular upkeep	Multiple Treatment Elements/ Controls	Newer Technology	Brine Waste
5 – Blending Line	50+ Years	Below Grade	Railroad Crossing	Method reliable with low nitrate levels in blending source	Simple Operation	Pipe Connection	No Waste

The annualized costs for the treatment alternatives are shown in Table 4. Detailed capital cost estimates are included in Attachment 6. Alternative costs per acre-foot of water produced have been provided in Table 5 and are based on 18 hours of well operation per day.

Table 4: Annualized Costs for Treatment Alternatives

Alternative	Estimated Capital Cost ¹	Expected Life Span (years)	Annualized Capital Cost at 5%	Estimated Annual Operation and Maintenance Costs	Total Estimated Annual Cost
1 – Partial Resin Treatment	\$1,268,900	30	\$82,600	\$142,400 ²	\$225,000
2 – Full Resin Treatment	\$1,126,500	30	\$73,500	\$4,300 /Year – Resin + \$1,095,000 / Year - Salt ³	\$1,172,800
3 – Autotrophic Reduction	\$4,791,000	30	\$311,600	\$559,000	\$870,600
4 – Partial RO	\$1,034,000	30	\$56,400	\$61,700	\$118,100
5 – Blending Line	\$2,980,600	50	\$163,300	\$60,000	\$223,300

¹ Costs do not include sewer connection and treatment costs for Alternatives 1-4.
² Assumes \$8 per gallon of sodium hydroxide.
³ Assumes \$0.60 per pound of salt, with an 8 hour a day operation for one year.

Table 5: Alternative Costs per Acre-foot of Production

Alternative	Annualized Cost	Production Waste (AF)	Yearly Production (AF) ¹	Cost per AF
1 – Partial Resin Treatment	\$225,000	6.0	2,170	\$104
2 – Full Resin Treatment	\$1,172,800	36.4	2,140	\$548
3 – Autotrophic Reduction	\$961,700	2.7	2,170	\$442
4 – Partial RO	\$118,100	181.4	2,000	\$59
5 – Blending Line ²	\$223,300	N/A	2,180	\$103

¹ Based on an 18 hour operation day. Supporting calculations provided in Attachment 5.
² Only considers Well 17 production, Well 14 production not considered.

In addition to the costs provided in Tables 4 and 5, both partial and full ion exchange alternatives would have costs associated with the treatment on the brine wastewater used in the resin regeneration process. Given the annualized cost and waste streams associated with direct treatment systems, the blending line option, Alternative 5, is the lowest annualized cost alternative.

The main risk associated with Alternative 5 is the potential future contamination of Well 14 as a blending source. Given the \$2,700,000 capital cost associated with the blending line option, it must be ascertained Well 14 is not likely to have nitrate contamination in the near future prior to implementation of the project. If nitrate contamination of Well 14 is a distinct possibility it is recommended the sewer capacity and costs for brine disposal be investigated further. Alternative 4 – Partial RO is the lowest annual cost alternative of the treatment options with a waste stream.

Well profiling was conducted by WRD early in 2016 on Well 17 and Well 14 to verify the presence of any nitrates in either well and to determine if there are zones in the aquifer which can be isolated to prevent nitrates from entering the system. The results of the well profiling, provided as Attachment 6, indicate Well 14 has low concentrations of nitrate (3mg/L as NO₃) and would be suitable as a blending source for Well 17. The results also indicate Well 14 has the capacity to produce about 1,100 gpm under normal flow conditions. Well 17 profiling results indicate nitrates and carbon tetrachloride are still present in the well at concentrations similar to those listed in Table 1. Contaminants in Well 17 could not be determined to be originating from discrete layers or zones which could be isolated.

The following next steps are recommended:

1. Restore the capacity of Well 17 as described in Section 4.0
2. While the well capacity is being restored, develop a hydraulic model of the City's water system, including the potential blending pipeline from Well 14 to Well 17. The hydraulic model can be used to confirm that utilizing Well 14 for the blending line would not cause pressure losses in the system which would affect available fire flow. The model would also be used to evaluate the water quality effect the blending line would have on the Huntington Park water system. In addition to evaluating the impact the blending line has on public health and safety, the model would also facilitate operational planning associated with the project.
3. Depending on the results of the hydraulic modeling and post well refurbishment testing, pursue installation of a blending pipeline.
4. If hydraulic modeling results or constructability issues eliminate the blending line as an option, pursue onsite treatment of Well 17 based on the treatment technologies identified in this document and as allowable waste streams permit.

4.0 Well Capacity Restoration

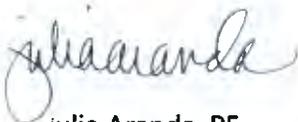
Based on the known reduction on well productivity, the low efficiency result from the 2014 Edison test and the well's history of producing sand, a comprehensive well rehabilitation effort and pump/motor replacement is needed for Well 17.

The following work is recommended:

1. Run a 2-3 hour test on well before removing old pump to establish existing conditions: flow rate, drawdown, and sand production. Discharge arrangements will be needed for this high-volume flow.
2. Remove existing pump.
3. Conduct a video survey of well to assess existing condition of casing, screen and infill at well bottom.
4. Conduct well casing and screen cleaning and refurbishment, including wire brushing, dual air swabbing, air-burst jetting, development, air lifting of infilling sediment at well bottom, and consideration of chemical treatment.
5. Conduct a video survey of well to assess post-refurbishment condition of casing, screen and infill at well bottom.
6. Conduct a flow test: determine new flow rate, drawdown, and sand production characteristics. Discharge arrangements will be needed for this high-volume flow
7. Determine anticipated well performance criteria and specify new pumping equipment.
8. Provide and install a new pump and motor.

Testing will take two to three weeks, at the conclusion of which a recommendation for a new pump and motor will be provided. The estimated cost is a total of \$300,000 which includes \$250,000 for a contractor and \$50,000 for evaluation of the results by a hydrogeologic consultant.

MNS Engineers, Inc.



Julia Aranda, PE
Principal Engineer



ATTACHMENT "B"



August 14, 2018

Daniel Hernandez, Public Works Director
CITY OF HUNTINGTON PARK
6900 Bissell St
Huntington Park, CA 90255

Re: Proposal: **GEOVIEWER WORK ORDER MODULE**

Dear Mr. Hernandez,

The City of Huntington Park is looking to capitalize on its GIS investment and current software and technology, to enhance water operational tasks and network management. The GeoViewer platform helps to streamline existing water operation process, data management, data collection, reporting and much more. Please find below the fee schedule for Nobel's GIS solutions.

GeoViewer Online – Cloud-based enterprise suite of GIS tools that runs on a standard web-browser

GeoViewer Mobile – Cloud-based suite of GIS tools for field operations and asset management

GeoViewer Work Order – GIS tool for managing projects associated with water operations

Fee Schedule:

GeoViewer Online (Desktop) Annual Subscription Fee	\$10,000
GeoViewer Mobile Enterprise Annual Subscription Fee	\$10,000
GeoViewer Work Order Module Annual Subscription Fee	\$10,000

Should you have any questions, feel free to contact me at 909-963-0787.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Manuwa".

David Manuwa
Vice President, Customer Success



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 18, 2018

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 ACCEPTANCE OF WORK PERFORMED BY INTERLOG HYM ENGINEERING FOR THE PACIFIC BOULEVARD PEDESTRIAN IMPROVEMENT PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of work performed by Interlog HYM Engineering for the construction of the Pacific Boulevard Pedestrian Improvement Project for a total final amount of \$2,722,211;
2. Authorize staff to sign the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the Notice of Completion, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2011, the City was awarded \$2.7 million in Metro Call for Project grant monies to fund pedestrian improvements along Pacific Boulevard between Florence Avenue and Slauson Avenue. Preliminary design was completed in 2013 and City staff presented the Pacific Boulevard Streetscape Design Plan to the City Council at its June 2, 2014 meeting. On February 2, 2016, the City Council authorized the advertisement of the Pacific Boulevard Pedestrian Improvement Project. On May 3, 2016, the City Council awarded the bid to Interlog HYM Engineering.

FISCAL IMPACT/FINANCING

Below is an accounting of the nine invoices submitted for payment.

CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED BY INTERLOG HYM ENGINEERING FOR THE PACIFIC BOULEVARD PEDESTRIAN IMPROVEMENT PROJECT

September 18, 2018

Page 2 of 3

Account #	Invoice #1	Invoice #2	Invoice #3	Invoice #4	Invoice #5	Invoice #6	Invoice #7	Invoice #8	Invoice #9	Account Subtotal
220-8010-431.73-10	\$83,739.84	\$769,105.75	\$126,459.61	\$302,079.37	\$258,284.87	\$320,712.59	\$72,455.15			\$1,932,837.18
226-9010-419.73-10	\$140,924.83	\$26,008.81			\$158,061.00		\$15,886.85			\$340,881.49
334-4010-431.73-10					\$6,577.04					\$6,577.04
232-8010-431.73-10								\$57,111.20		\$57,111.20
205-8010-431.73-10									\$2,000.00	\$2,000.00
221-4010-431.73-10									\$77,079.00	\$77,079.00
222-8010-431.73-10									\$18,000.00	\$18,000.00
535-8010-431.73-10									\$113,438.00	\$113,438.00
681-8010-431.73-10									\$51,266.46	\$51,266.46
Invoice Subtotal	\$224,664.67	\$795,114.56	\$126,459.61	\$302,079.37	\$422,922.91	\$320,712.59	\$88,342.00	\$57,111.20	\$261,783.46	\$2,599,190.37

Per the fully executed contract agreement, a not-to-exceed amount of 5% retention was withheld from each of the nine invoices. The actual retention amount is \$123,021.42. This portion may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at the time

LEGAL AND PROGRAM REQUIREMENTS

It is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the “Notice of Completion” with the County Recorder’s Office for the project.

Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder’s Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED BY
INTERLOG HYM ENGINEERING FOR THE PACIFIC BOULEVARD PEDESTRIAN
IMPROVEMENT PROJECT**

September 18, 2018

Page 3 of 3



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Notice of Completion
- B. Final Invoice
- C. Conditional Waiver

ATTACHMENT "A"

(NO FEE PURSUANT TO GOVT. CODE SECT. 6103)

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Huntington Park
3. The full address of the owner is: **6550 Miles Avenue, Huntington Park, CA 90255-4393**
4. The nature of the interest or estate is:

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on 9/18/18

(Date)

The work done was: **Pacific Boulevard Pedestrian Improvement Project**

7. The name of the contractor, if any, for such work of improvement is:

Interlog HYM Engineering

6/13/16

(If no Contractor for work of improvement, insert "none")

(Date of Contract)

8. The street address of said property is: **Pacific Boulevard between Florence Avenue and Slauson Avenue.**
9. The property on which said work of improvement was completed is in the city of Huntington Park County of Los Angeles, State of California, and is described as follows:

VERIFICATION

I, the undersigned, say:

I am **Daniel Hernandez, Director of Public Works**

(“President,” “Owner,” “Partner,” “Manager,” etc.)

of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 9/18/18, at Huntington Park, California.

(Date of Signature)

(City Where Signed)

(Personal Signature of the Individual who is swearing that the contents of the Notice of Completion are true)

ATTACHMENT "B"

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER):

City of Huntington Park

PROJECT:

PACIFIC BOULEVARD IMPROVEMENT PROJECT

APPLICATION NO:

I-HYM_0010 - Retention

PERIOD TO:

3/01/17 ~ 10/31/17

PROJECT NO:

F3609

FROM:

Interlog HYM Engineering

VIA (ARCHITECT or ENGINEER):

(CONTRACTOR) **1295 N. Knollwood Cir.
Anaheim, CA 92801**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by the Owner			
Approved this Month			
Number	Date Approved		
1-1	10/24/16 DEDUCTIVE ITEMS		\$ (2,750,885.08)
1-2	10/24/16 ADDITIVE ITEMS	\$ 1,503,492.32	
2	10/24/16	\$ 4,940.04	
Credit Back	@ PayApp #3 (Item#16.1)		\$ (33,533.50)
3	01/17/17	\$ 12,236.00	
4	03/07/17	\$ 14,078.00	
5	03/07/17	\$ 13,452.01	
6	03/07/17	\$ 12,267.52	
7	03/07/17	\$ 14,083.08	
9	03/07/17	\$ 13,913.90	
Credit Back	03/13/17		\$ (134,000.82)
8	03/13/17	\$ 60,117.06	
10	3/13/2017	\$ 134,815.35	
11	8/25/2017	\$ 261,783.46	
18	7/17/2018	\$ -	\$ (88,312.80)
19	7/17/2018	\$ -	\$ (16,583.04)
20	7/17/2018	\$ -	\$ (30,163.00)
TOTALS		\$2,045,178.74	\$ (3,053,478.24)
Net change by Change Orders		(\$1,008,299.50)	

1. ORIGINAL CONTRACT SUM	\$ 3,730,511.29
2. NET CHANGE BY CHANGE ORDERS	(\$1,008,299.50)
3. CONTRACT SUM TO DATE (Line 1 + Line 2)	\$ 2,722,211.79
4. TOTAL AMOUNT COMPLETED TO DATE (Col E on Schedule 1)	\$ 2,722,211.79
5. RETENTION :	
5% of Completed Work (Col H on Schedule 1)	\$ 123,021.42
a. Current Value of Securities Deposited in Escrow	\$ -
b. Current Value of Retention Deposited in Escrow	\$ -
c. Retention Held by The Regents(5% of Col G Schedule 1)	\$ 123,021.42
Current Retention Value (a+b+c)	\$ 123,021.42
6. TOTAL EARNED LESS RETENTION (Line 4 Less Line 5)	\$ 2,599,190.37
7. TOTAL AMOUNT PREVIOUSLY PAID	\$ 2,599,190.37
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	\$ 123,021.42
9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6)	\$ 123,021.42

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Interlog HYM Engineering**

By: 
Abraham Jeon, Project Manager

Date: July 19, 2018

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of AMOUNT CERTIFIED

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ATTACHMENT "C"

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Interlog HYM Engineering, Inc.

Name of Customer: City of Huntington Park

Job Location: Pacific Blvd.

Owner: City of Huntington Park

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Huntington Park

Amount of Check: \$ 123,021.04

Check Payable to: Interlog HYM Engineering, Inc.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature: 

Claimant's Title: President

Date of Signature: 07/19/2018



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 18, 2018

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 SELECTION FOR AN AWARD OF A CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Select a firm for Janitorial Services;
2. Approve Contract Services Agreement relating to Janitorial services;
3. Authorize additional budget appropriation as detailed in the fiscal impact section of this report in the amount of \$50,616 from the General Fund; and
4. Authorize City Manager to negotiate and execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 20, 2015 the City entered into an agreement with Santa Fe Building Maintenance Services for Janitorial Services. On July 17, 2018 the City exercised our right to terminate their contract in order to issue a Request for Proposal (RFP).

Staff issued an RFP on July 24, 2018 for the aforementioned services and addendum one (1) on August 13, 2018. Two proposals were submitted but one was submitted after the deadline and not formally accepted. As a result, staff reopened the RFP to September 6, 2018. The one responsible proposal received did not satisfy the intent of the proposal process for a competitive, qualified environment. Based on the new RFP, three (3) contractors submitted proposals. Below are the names of the contractors

Contractor Name
J316 Builder
Santa Fe Building Maintenance
United Maintenance Systems

CONSIDERATION AND SELECTION FOR AN AWARD OF A CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES

September 18, 2018

Page 2 of 4

The three (3) firms submitted proposals on the following scope of work:

A. Project Initiation

Meet with City staff to finalize scope of work and final project schedule.

B. General Requirements

The Janitorial contractor is responsible for the cleanliness and sanitation of the various facilities owned by the City of Huntington Park. The Contractor is responsible for furnishing all labor, equipment, supplies, and supervision necessary for complete janitorial services. All cleaning supplies are to be approved by the city.

C. Performance Standards

The Contractor shall put forth a level of effort to provide a thorough cleaning of the various facilities, not merely a surface cleaning. The description of each service is to be used as a guideline for the Contractor.

D. Frequency

Janitorial services shall be provided four (4) to seven (7) days per week (Monday through Sunday), excluding City-recognized holidays. Time of service will be agreed upon to at the time of final contract negotiations. The work schedule for completing daily services requirements and the specific works days can be found in the Janitorial Specifications for each location.

Note: It is expected that the awarded Contractor will make themselves aware of current meeting schedules, holidays, and other work routines within the various facilities and conduct work in a manner as to not interfere with the execution of City business.

E. Holidays

The following ten (10) days are City-recognized holidays on which contractors may need to provide service. Some City facilities will require service on holidays, and others will not. Maintenance Service will provide a schedule of which facilities will require holiday service.

Selection Criteria

The RFP was separated into three categories, 1) the RFP package, 2) an oral interview and 3) reference checks. In order to provide objective evaluation criteria, staff, which included the Facilities Supervisor and the Director of Public Works, evaluated the three categories. Each category was evaluated using a quantitative scoring system. A score of 1 to 10 for each respective criterion. 1 representing the lowest possible score and 10 representing the highest possible score. The categories were weighted as follows: RFP 20%, Interview (40%) and References (40%).

CONSIDERATION AND SELECTION FOR AN AWARD OF A CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES

September 18, 2018

Page 3 of 4

It's important to note, the reference checks were conducted by administration staff and evaluated based on responses receives. The other two categories were scored independently by the two evaluators and averaged to determine their final rating

The total scores for each category were tabulated by each of the two (2) evaluators and below are ranking based on the scoring.

Contractor Name	Rank
J316 Builder	1
United Maintenance Systems	2
Santa Fe Building Maintenance	3

All three (3) firms have different fee structures and thus the costs vary for different services. Below is a breakdown of the proposed costs. Santa Fe Building Maintenance annual costs increase yearly while the other two maintain the same annual rate.

	Year 1- Cost		Year 2- Cost		Year 3- Cost	
	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
Santa Fe	\$21,407.00	\$256,884.00	\$22,801.00	\$273,612.00	\$24,195.00	\$290,340.00
UMS	\$18,064.34	\$216,772.08	\$18,064.34	\$216,772.08	\$18,064.34	\$216,772.08
J316	\$20,920.68	\$251,048.16	\$20,920.68	\$251,048.16	\$20,920.68	\$251,048.16

Staff believes each contractor possesses experience that would be an asset to the City and is extremely grateful for the professionalism shown by the participants throughout the entire RFP process.

However, based on the comprehensive evaluation and fee structure, staff recommends that City Council approve a contract and authorize the City Manager to execute a one (1) year agreement with an optional two (2) one (1) renewal option with J316 Builder.

FISCAL IMPACT/FINANCING

Although the City's FY 2018-19 Adopted Budget includes appropriations for janitorial services, the total fiscal impact for the increase in services is \$50,616, which requires an additional budget appropriation from fund balance in the General Fund. Below is a breakdown of the request by account numbers:

Account No.	Appropriation Amount
111-8020-431.56-41	\$3,881
111-8022-419.56-41	\$7,335
111-8023-451.56-41	\$39,400
Total	\$50,616

CONSIDERATION AND SELECTION FOR AN AWARD OF A CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES

September 18, 2018

Page 4 of 4

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S):

- A. Draft Contract Services Agreement
- B. Proposals

ATTACHMENT "A"



[TITLE OF SERVICES]

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20____, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and NAME OF CONTRACTOR OR CONSULTANT (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to as "Party" and collectively referred to as "Parties."

I.

Recitals

WHEREAS, the CITY desires to engage CONTRACTOR to perform [insert brief description of services] services;

WHEREAS, CONTRACTOR represents to CITY that CONTRACTOR has the necessary skill, experience, and expertise to provide said [insert brief description of services] services;

WHEREAS, the principal representative is authorized to enter into this Agreement on behalf of the CONTRACTOR and the CONTRACTOR is willing to perform such services under this Agreement; and

WHEREAS, CITY and CONTRACTOR desire to contract with another for [insert brief description of services] services; as described in the Scope of Services attached as Exhibit "A";

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CITY and CONTRACTOR hereto agree as follows:

II.

ENGAGEMENT TERMS

2.1. 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"**) and incorporated herein by this reference. CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. CITY understands and hereby agrees that the services provided by CONTRACTOR under the Agreement will be performed wholly, or in large part, by CONTRACTOR. CITY agrees to cooperate with and to provide all necessary information and assistance to CONTRACTOR in order that CONTRACTOR may fulfill its obligations pursuant to this Agreement. The CITY does not warrant to contract exclusively with a single contractor to perform designated 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."

2.2. TERM: The Agreement shall commence on [INSERT AGREEMENT COMMENCEMENT DATE]. This Agreement shall have a term of [NUMBER OF YEAR(S)] from the commencement date. The Agreement shall expire on [insert agreement expiration date], unless sooner terminated as hereinafter provided. Upon the conclusion of the Term, this Agreement shall have [INSERT RENEWAL OPTION (I.E. TWO (2) ONE YEAR OPTIONAL RENEWALS)], based on mutual agreement between the Parties, renew automatically for a maximum of [NUMBER OF YEAR(S)] [?] - year extensions of terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). In no event shall this Agreement extend beyond [INSERT DATE]. 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.

2.3. COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule") and incorporated by reference.
- B. Section 2.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [SPELL OUT AMOUNT] _____ (\$_____) (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.

- 2.4. 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.
- 2.5. 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.
- 2.6. 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.

III.

PERFORMANCE OF AGREEMENT

- 3.1 CITY'S REPRESENTATIVES: The CITY hereby designates the [NAME OF PERSON DESIGNATED] (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.

3.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION:

CONTRACTOR hereby designates [INSERT 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.

3.3 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.

3.4 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 shall be knowledgeable of and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

- F. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- G. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

3.5 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. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

3.6 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.

- 3.7 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 SUB-CONTRACTOR 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.
- 3.8 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.
- 3.9 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 or sexual orientation. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

- 3.10. EXTRA SERVICES: No extra services shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager of his designee.
- 3.11. EXPENSES: CITY shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for CITY unless authorized in writing by CITY. If any term or conditions conflict between this Agreement and any proposal, the Agreement shall take precedent.
- 3.12. LEGAL RESPONSIBILITIES: CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Huntington Park Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section. CONTRACTOR shall obtain a CITY business license prior to commencing performance under this Agreement.

IV.

INDEPENDENT CONTRACTOR

- 4.1 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 contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR'S employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONTRACTOR is not entitled to any

benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

- 4.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 4.3 CITY shall not deduct from the compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation or any other insurance.

V. INSURANCE

- 5.1 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 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: 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: Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor is

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 form must be signed.

D. Pollution Liability Insurance: CONTRATOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

5.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. 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 Contractor 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 Contractor'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).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

VI.

INDEMNIFICATION

6.1. 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.

6.2. To the fullest extent permitted by law, CONTRACTOR shall defend (with counsel of the CITY's choosing), indemnify, hold harmless and protect the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of

every nature arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONTRACTOR, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONTRACTOR's Services or this Agreement or its failure to comply with any of its obligations contained in this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, except only liability arising out of the sole negligence of the CITY.

- 6.3. CONTRACTOR shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due 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.
- 6.4. 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.
- 6.5. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every SUB-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.
- 6.6. 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.

- 6.7. 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.
- 6.8. PERS ELIGIBILITY INDEMNITY: In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VII. TERMINATION

- 7.1 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 7.2, 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 8.3 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 7.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

7.2 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 7.2.B and 7.2C 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 7.2 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 7.2B.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 2.4, 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.

7.3 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.

7.4 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.

VIII.
MISCELLANEOUS PROVISIONS

- 8.1 EMPLOYMENT OF CITY EMPLOYEES: No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.
- 8.2 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
- 8.3 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.
- 8.4 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.
- 8.5 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.

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

CONTRACTOR:
[NAME AND INFO]

CITY:
City of Huntington Park
Attn: [DEPARTMENT]
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) XXXXX
Fax: (323) XXXXX

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

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

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

8.8 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.

- 8.9 SUBCONTRACTING: CONTRACTOR 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 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.
- 8.10 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.
- 8.11 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.
- 8.12 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 8.13 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.
- 8.14 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.
- 8.15 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

- 8.16 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.
- 8.17 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.
- 8.18 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 8.19 WAIVER: Waiver by any Party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.
- 8.20 ATTORNEY'S FEES & COSTS: If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 8.21 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.
- 8.22 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 8.23 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.
- 8.24 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

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

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

8.25 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.

8.26 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 8.21, 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:

[NAME AND INFO]

By: _____
[CITY REP]
[TITLE]

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold Alvarez-Glasman
City Attorney

ATTACHMENT "B"

J316 BUILDER

General Building and Support Services

TABLE OF CONTENTS

Section 1	Scope of Work
Section 2	Schedule
Section 3	Project Team, Key Personnel and Resumes
Section 4	Company Qualifications
Section 5	References
Section 6	City's Standard and Contract Services Agreement
Section 7	City's Standard Insurance Requirements
Fee	Attached

Janitorial Services

Prepared for: Director of Public Works, David Hernandez

Prepared by: Brett Johnson, Chief of Operations

September 5, 2018

Proposal number: 0-1

J316 BUILDER

General Building and Support Services

SCOPE OF WORK:

J316 Builder is ready to provide the City Of Huntington Park an extensive performance of Janitorial services including the City Hall, Police Department, senior citizen park and community center, municipal building, memorial park, freedom park, Keller park, and its public works city yards. This will include extensive sanitation, sweeping and moping floors, trash removal, dusting, disinfecting, vacuuming, wiping bathroom stalls, polishing, locker room maintenance, offices and conference rooms. J316 will be thorough with its cleaning practices daily, weekly, monthly, quarterly and semi annual. We take pride in our cleanliness and we will take the same pride maintaining the City of Huntington Park to its highest levels of cleanliness seen. We are an all green organic business and believe in the safety of your residents, employees and our community as a whole.

Janitorial Services

Prepared for: Director of Public Works, David Hernandez

Prepared by: Brett Johnson, Chief of Operations

September 5, 2018

Proposal number: 0-1

Janitorial Services

Submitted By:

J316 Builder

8332 Enramada Ave
Whittier CA 90605

Mobile: (323) 638-7420

j316builder@gmail.com

CSLB # 1039887

J316 Builder
 8332 Enramada Ave
 Whittier CA 90605
 Mobile: (323) 638-7420
 j316builder@gmail.com
 CSLB # 1039887

Customer

City of Huntington Park

Estimate

Job Site

City of Huntington Park

Job Name	Janitorial Services
Job Number	1 (2)
Issue Date	September 3, 2018
Valid Until	October 3, 2018

Item	Quantity	Amount
------	----------	--------

City Hall Building Services	MONTHLY RATE
------------------------------------	---------------------

*City Hall Building Services
 6550 Miles Ave, Huntington Park, CA 90255
 Square Footage: 31,598, 50% carpet and 50% non-carpet flooring*

HOURS: 7:00 A.M. - 5:30 P.M. **31,598 SF**
(79 Hours)

Monday through Thursday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean, dust mop, and polish bright work in elevators.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean conference walls, wall switch plates, and room tables. Place chairs neatly around table and room perimeter.
- Clean exterior and interior of microwave and disinfect counters and sinks in lunch/breakroom.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.
- Service, empty, and clean exterior (at building entrances) trash receptacles.
- Clean exterior and interior of microwaves and refrigerator on both 1st and 2nd floor, including all Conference Rooms.
- Clean and wipe down all tables and chairs in conference rooms.
- Turn off A/C in Council Chambers and Conference Rooms following meetings.
- City Council Offices to be maintained/cleaned starting at 5 PM.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.
- Chemically treat all waterless urinals on FRIDAY evenings with approved chemical.

Item	Quantity	Amount
------	----------	--------

- Surface clean carpets as needed.
- Clean and dust-off Council Chamber Dais horizontal and vertical wood surfaces, podium, and staff tables on MONDAY.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Dust, mop, and spot clean Fire Stairs, blinds, railings, and ledges.
- Machine scrub hard surface floors and apply finish, including elevators.
- Detail vacuum corners and edges.
- Clean accessible base boards.
- Remove and clean all cobwebs.
- Extra clean of Council Chambers interior and exterior doors.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solutions.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean all accessible carpet using hot water, and a high-pressure extraction system.
- Replace waterless urinal cartridges with approved replacement.
- Clean all first-floor windows inside and out.
- Clean all exterior windows and power wash exterior sunscreens (to be performed on WEEKENDS only.)

Semi-Annual Activities

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean fabric walls full height and hot water extract, using a high-pressure extraction system, insuring no streaks are visible.

Keller Park Restrooms MONTHLY RATE

6550 Miles Ave, Huntington Park, CA 90255
 Square Footage: 300

HOURS: 7:00 A.M. - 10:00 P.M. (20 Hours) 300 SF

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 3 pm but no later than 7 pm Saturday & Sunday).
- Clean and polish drinking fountains.

Huntington Park Police Department MONTHLY RATE

Huntington Park Police Department
 6542 Miles Ave, Huntington Park, CA 90255
 Square Footage: 16,882, 50% Carpet and 50% non-carpet flooring

TBD 16,822 SF
(67.3 Hours)

Monday through Sunday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Vacuum stairs, dust railings, ledges, and spot clean.

Item	Quantity	Amount
------	----------	--------

- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables, arrange chairs neatly around table and room perimeter.
- Clean exterior and interior of microwave and disinfect counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.
- Clean showers

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Chemically treat all waterless urinals on FRIDAY evenings with approved chemical.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Dust, mop, and spot clean Fire Stairs, blinds, railings, and ledges.
- Machine scrub hard surface floors and apply finish, including elevators.
- Detail vacuum corners and edges.
- Clean accessible base boards.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.
- Deep clean showers (clean grout and grime). To be scheduled on a Saturday.

Quarterly Activities

- Clean carpet using hot water, and a high-pressure extraction system.
- Clean all exterior windows and power wash exterior sunscreens (to be performed on WEEKEND only).

Semi-Annual Activities

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

Raul R. Perez Memorial Park MONTHLY RATE

Huntington Park Raul R. Perez Memorial Park
 6208 Alameda Street, Huntington Park, CA 90255
 Square Footage: 4,824, 100% non-carpet flooring

HOURS: 6:00 A.M. - 10:00 P.M. (48.2 Hours)

4,824 SF

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paperdispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm). Once (1) on Saturday & Sunday.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls and fixtures.
- Clean Conference Room tables
- Clean exterior and interior of microwave, damp wipe counters and sinks in break room.

Item	Quantity	Amount
<ul style="list-style-type: none"> - Clean and polish drinking fountains and vending machines. - Clean room tables and chairs and arrange neatly. 		
<p><i>Saturday and Sunday</i></p> <ul style="list-style-type: none"> - Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, one (1) time per day, EARLY MORNING. 		
<p><i>Weekly Activities</i></p> <ul style="list-style-type: none"> - Dust low areas up to six feet in height. - Damp mop all hard surface floors, clean all mop splatter from walls. - Use shampoo system to remove large soil spots, and dry. - Disinfect all door handles. - Spot clean around wall switch plates, doors, doorframes, and counters. - Wipe down vinyl and leather furniture. - Surface clean carpets as needed. - Clean room tables and chairs and arrange neatly. - Clean and disinfect weight room equipment. 		
<p><i>Monthly Activities</i></p> <ul style="list-style-type: none"> - Vacuum upholstered seating. - Dust all vertical and horizontal blinds. - Dust ledges and window sills over six feet. - Vacuum ceiling vents and air deflectors. - Machine scrub hard surface floors and apply finish. - Detail vacuum corners and edges. - Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish. - Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution. - Remove and clean all cobwebs. - Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim. 		
<p><i>Quarterly Activities</i></p> <ul style="list-style-type: none"> - Clean carpet using hot water extract, and a high-pressure extraction system 		

Community Center - Senior Citizen Park. MONTHLY RATE

Huntington Park Community Center – Senior Citizen Park
 6923 Salt Lake Ave, Huntington Park, CA 90255
 Square Footage: 7,000, 100% non-carpet flooring

HOURS: 8:00 A.M. - 7:00 P.M. (28 Hours) 7,000 SF

- Monday through Friday*
- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
 - Spot clean interior and exterior entranceway door glass, push plates, and handles.
 - Clean both sides of partition glass using an approved window cleaner.
 - Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
 - Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm including Saturday and Sunday). First cleaning must be done before 7am.
 - Dust mop hard floors with a chemically (city approved) treated dust mop.
 - Spot mop stains and spills, clean all mop splatter from vertical surfaces.
 - Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
 - Completely clean, dust mop, and polish bright work in elevators.
 - Spot clean soiled walls, wall switch plates, and fixtures.
 - Clean Conference Room tables.
 - Clean dry erase boards.
 - Clean exterior and interior of microwave, damp wipe counters and sinks in kitchen.
 - Clean and polish drinking fountains and vending machines.
 - Clean room tables and chairs and arrange neatly.

Item	Quantity	Amount
<i>Weekly Activities</i>		
<ul style="list-style-type: none"> - Dust low areas up to six feet in height. - Damp mop all hard surface floors, clean all mop splatter from walls. - Use shampoo system to remove large soil spots, and dry. - Disinfect all door handles. - Spot clean around wall switch plates, doors, doorframes, and counters. - Wipe down vinyl and leather furniture. - Surface clean carpets as needed. 		
<i>Monthly Activities</i>		
<ul style="list-style-type: none"> - Vacuum upholstered seating and replace furniture in its designated location. - Dust all vertical and horizontal blinds. - Dust ledges and window sills over six feet. - Vacuum ceiling vents and air deflectors. - Machine scrub hard surface floors and apply finish. - Detail vacuum corners and edges. - Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish. - Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution. - Remove and clean all cobwebs. - Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim. 		
<i>Quarterly Activities</i>		
<ul style="list-style-type: none"> - Clean carpet using hot water extract, and a high-pressure extraction system 		

Salt Lake Park - Rec Center - Municipal Building. MONTHLY RATE

Salt Lake Park and Recreation Center and Municipal Building
 3401 Florence Ave, Huntington Park, CA 90255
 Square Footage: 22,132, 50% carpet and 50% non-carpet flooring
 Square Footage: 1,080, 100% non-carpet flooring

HOURS: 6:00 A.M. - 10:00 P.M. (92.8 Hours) 23,200 SF

Monday through Sunday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm).
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave, damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.
- Clean and disinfect weight room equipment.

Item	Quantity	Amount		
<p><i>Monthly Activities</i></p> <ul style="list-style-type: none"> - Vacuum upholstered seating and replace furniture in its designated location. - Dust all vertical and horizontal blinds. - Dust ledges and window sills over six feet. - Vacuum ceiling vents and air deflectors. - Machine scrub hard surface floors and apply finish. - Detail vacuum corners and edges. - Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish. - Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution. - Remove and clean all cobwebs. - Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim. <p><i>Quarterly Activities</i></p> <ul style="list-style-type: none"> - Clean carpet using hot water extract, and a high-pressure extraction system 				

Freedom Park. MONTHLY RATE

Freedom Park
 3801 E. 61st Street, Huntington Park, CA 90255
 Square Footage: 4,620, 100% non-carpet flooring

HOURS: 1:00 P.M. - 5:00 P.M. (18.5 Hours) 4,620 SF

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm). July, August, September once a day on Saturdays.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave, damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Item	Quantity	Amount
------	----------	--------

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Public Works - City Yards. MONTHLY RATE

Public Works/City Yards

6900 Bissel Street, Huntington Park, CA 90255

Square Footage: 5,002, 50% carpet and 50% non-carpet flooring

HOURS: 7:00 A.M. - 4:30 P.M. (20 Hours)

5,002 SF

Monday through Friday (per 9/80 Schedule)

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day. To be completed Once a day on Saturday.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean exterior and interior of microwave, damp wipe counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Semi-Annual Activities

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.

Estimate

September 3, 2018

_____ Date _____

_____ Date _____

Christian Zarate
J316 Builder

City of Huntington Park

J316 BUILDER

General Building and Support Services



Organizational Chart

President / CEO	Christian Zarate	Over 15 years in general building development and support operation services. Former Chief of Operations for a large and successful multi million dollar real estate private capital fund. Overseeing all support operations.
Chief Financial Officer	Richard Smith	Bank President, Owner, and Board Director. Over 30 years of experience as a Banker.
Chief of Operations	Brett Johnson	Over 20 years in Business Development and CEO to an FC soccer team.
Private Counsel	David Kenney	Over 30 years of experience as an attorney to the private and public sector.
Field Supervisor	Francisco Herrera	Foreman and Field Supervisor in general building and support services.

Janitorial Services

Prepared for: Director of Public Works, David Hernandez

Prepared by: Brett Johnson, Chief of Operations

September 5, 2018

Proposal number: 0-1

J316 BUILDER

General Building and Support Services

ABOUT US

Christian Zarate, a Husband and Father of four incorporated J316 Builder in 2018. He knew very early that he loved the building trade—in fact, it's in his DNA. His Father owned a Construction Business and was a well-known local builder. Christian, a Latino United States Military Veteran served three years in the US ARMY and three years with the California National Guard. After serving his community for so long, he knew he wanted to continue making a positive impact and wanted to create jobs. He then decided to continue his family tradition, Christian is committed to serving California's need of building and support services.

J316, a general building contractor, specializes in major private and public construction and janitorial services. "Key to the company's success," according to Christian, "is our ability to deliver what our customers want quick." J316 is attracting California's best architects and their clients, who value the company's insights during project design and its expertise during construction. It's no surprise that Christian's company has gained both regional and national attention in such a short period of time with the team that he put together.

Janitorial Services

Prepared for: Director of Public Works, David Hernandez

Prepared by: Brett Johnson, Chief of Operations

September 5, 2018

Proposal number: 0-1

J316 BUILDER

General Building and Support Services

REFERENCES

Location	Size	Services Provided	Contact
Polymer Americorp 13827 Carmenita Rd Santa Fe Springs, Ca	343,163 soft commercial warehouse	Maintenance / Janitorial	Finlay Got 949-232-4669
Empyrean Plumbing 3404 Niki Way Riverside, Ca 92507	23,400 soft commercial warehouse	Maintenance / Janitorial	Dave Koraleski 951-427-4675
9606 Santa Monica Blvd Beverly Hills, Ca 90210	19,422 soft 4 Levels	Maintenance / Janitorial	Noemi Gonzales 818-939-4402

Janitorial Services

Prepared for: Director of Public Works, David Hernandez

Prepared by: Brett Johnson, Chief of Operations

September 5, 2018

Proposal number: 0-1

J316 BUILDER

General Building and Support Services



SECTION 6

J316 Builder has reviewed and acknowledged the "Attachment 3- City's Standard Contract Service Agreement" and will comply with all terms and conditions of the agreement.

Janitorial Services

Prepared for: Director of Public Works, David Hernandez

Prepared by: Brett Johnson, Chief of Operations

September 5, 2018

Proposal number: 0-1

J316 BUILDER

General Building and Support Services

SECTION 7

J316 Builder has reviewed and acknowledged the "Attachment 3- City's Standard Insurance Requirements" and will comply with all terms and conditions of the agreement.

Janitorial Services

Prepared for: Director of Public Works, David Hernandez

Prepared by: Brett Johnson, Chief of Operations

September 5, 2018

Proposal number: 0-1

J316 BUILDER

General Building and Support Services

SECTION 8

Any documents missing or not included will provided upon request prior to the awarding of the bid. The Fee has been submitted (1 copy) in a separate envelope.

J316 is committed to providing the best quality and product services including Nano Technology products. A deck has been provided for your leisure.

Janitorial Services

Prepared for: Director of Public Works, David Hernandez

Prepared by: Brett Johnson, Chief of Operations

September 5, 2018

Proposal number: 0-1

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 2011357

Legal Business Name:
J316 Builder

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
8332 Enramada Avenue
Whittier
CA 90605

Email Address:
j316builder@gmail.com

Business Web Page:

Business Phone Number:
323/638-7420

Business Fax Number:

Business Types:
Construction , Service

Certification Type	Status	From	To
SB	Approved	08/27/2018	08/31/2020

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

J316 Builder

Small Business Certification

EFFECTIVE 07/24/2018 TO 07/24/2021

Company

Company Name J316 Builder
Address 8332 Enramada Ave
City Whittier
State California
Country United States
Zip 90605

Contact Name Christian Zarate
Title CEO
Email j316builder@gmail.com
Phone 323-638-7420

Contractor Licenses

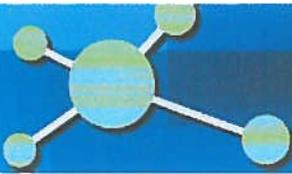
Licenses B General Building
License # 1039887
Exp. Date July 12, 2018

Classifications

MWDSB MWD Small Business Certified
DVBE CA Dept. of General Services Disabled Veteran Business Enterprise
DGS CA Dept. of General Services Small Business
DBE Disadvantaged Business Enterprise
FSD Federal SBA Small Disadvantaged
MBE Minority-Owned Business Enterprise

Vendor Categories

03100 AIR CONDITIONING, HEATING, AND VENTILATING: EQUIPM
03103 AIR CONDITIONERS: COMMERCIAL, AND PARTS AND ACCESS
03106 AIR CONDITIONING AND HEATING: CENTRAL UNITS, AND P
03116 COATINGS AND SEALANTS, DUCT
57070 STEEL, GALVANIZED: BARS, PIPES (NOT PLUMBING), PLA
90638 GENERAL CONSTRUCTION



NETConnect

Connecting you to Government Bids
throughout Southern California

Certified Small Business Enterprise

Vendor Account Number: 651706

Christian Zarate
J316 Builder
8332 Enramada Ave
Whittier, CA 90605

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Coalition of Southern California Public Agencies. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

***Metropolitan Water District of Southern California
Port of Long Beach
San Diego County Water Authority
Los Angeles Unified School District
Los Angeles Community College District***

Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized:

238130 - Framing Contractors
238140 - Masonry Contractors
238160 - Roofing Contractors
238210 - Electrical Contractors and Other Wiring Installation Contractors
238220 - Plumbing, Heating, and Air-Conditioning Contractors
238310 - Drywall and Insulation Contractors

SBE Certificate Effective Date: 07/24/18
SBE Certificate Expiration Date: 07/24/21

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

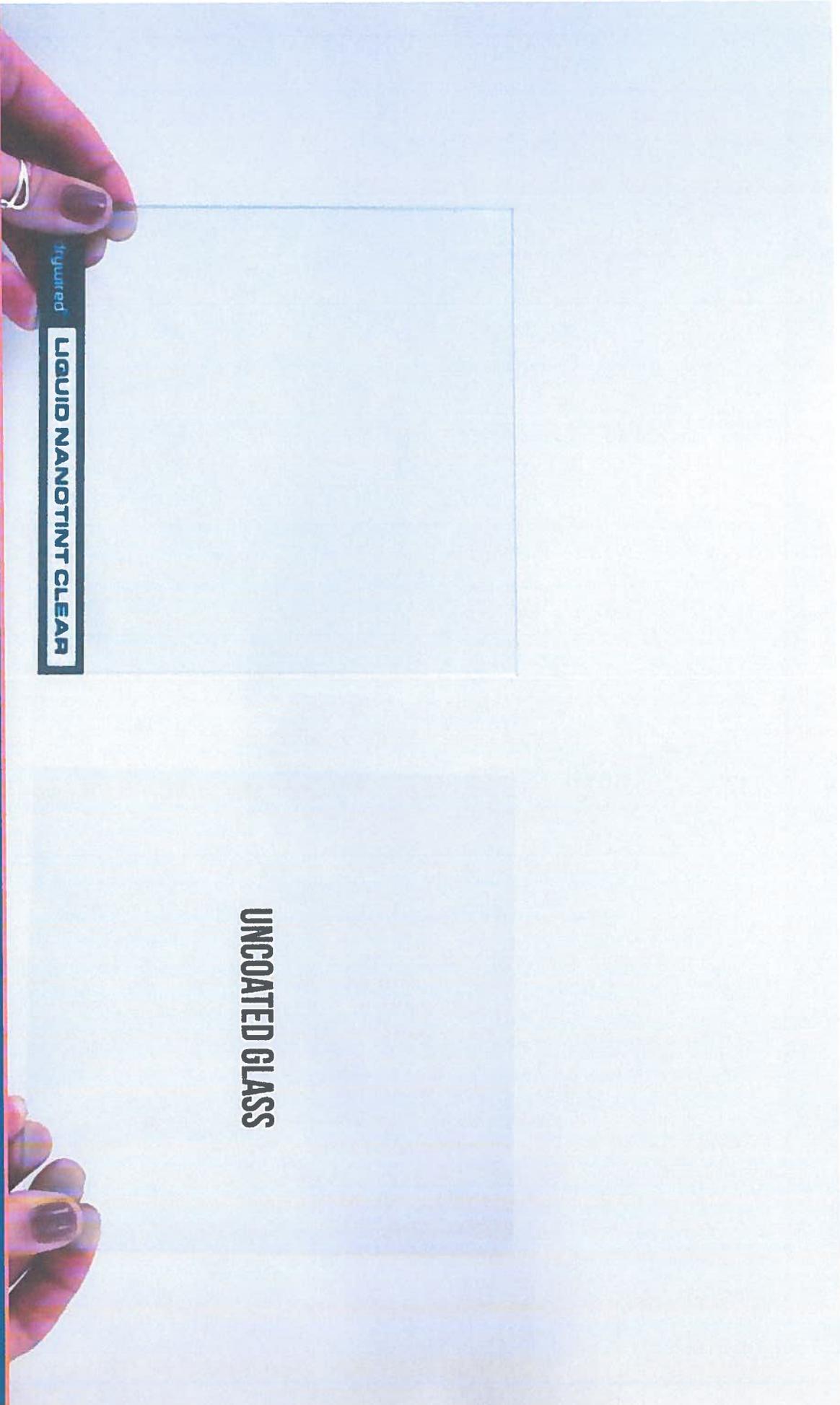
The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into your Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
John J. Arena
Metropolitan Water District of Southern California
Business Outreach Program Manager

700 N. Alameda Street, Los Angeles, California 90012 Mailing Address: Box 54153, Los Angeles, CA 90054-0153
Telephone (213) 217-7444



drywired LIQUID NANOTINT CLEAR

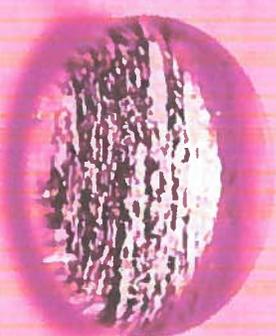
UNCOATED GLASS



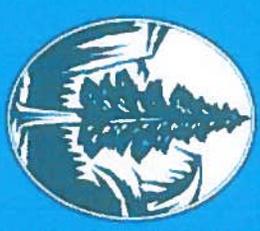
Functional Glass Coatings
PRL Glass Systems

PROPRIETARY AND CONFIDENTIAL

About DryWired



- Founded in 2012
- Award-Winning Specialty Chemical Company
- Expansive portfolio of thin film protective coatings
- Integrated solutions for infrastructure, automotive, aerospace, textiles
- First to combine self-cleaning nanocoatings with thermal nano-insulation
- Focus on safe, waterborne low VOC coatings
- Research partnerships with universities and independent labs



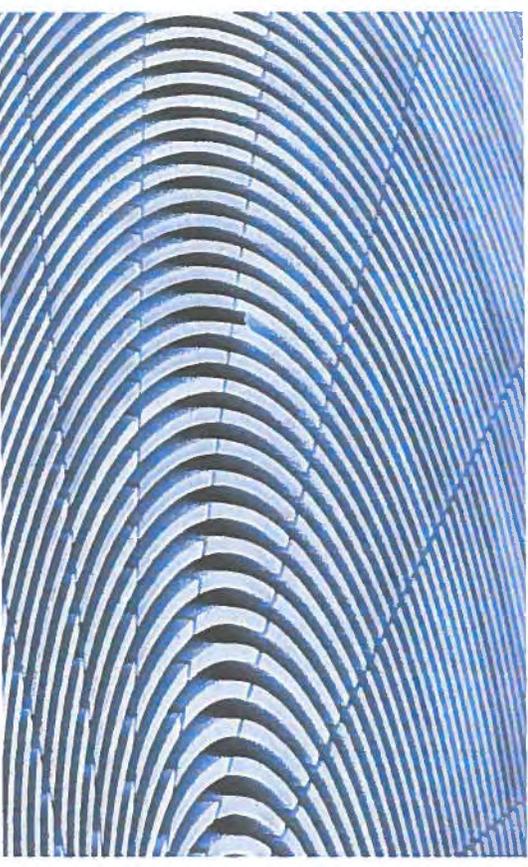
SIERRA CLUB
FOUNDED 1892
MEMBER



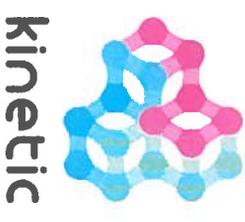
PROPRIETARY & CONFIDENTIAL

Core Competencies

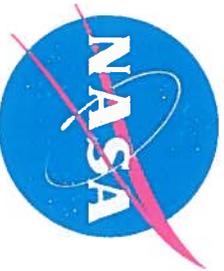
- Super-Hydrophobic/ Omniphobic coatings
- Thermal Insulation Coatings
- Self-Sterilization Coatings
- Integration of nanoparticles into coatings
- Nanotechnology product integration
- Functionalization of custom chemistries
- Solving challenges for companies through custom chemistry



Select Clients/R&D Partners



Research Partnerships



Gensler

HEED

Harley Ellis Devereaux

R
ARCHITECTS

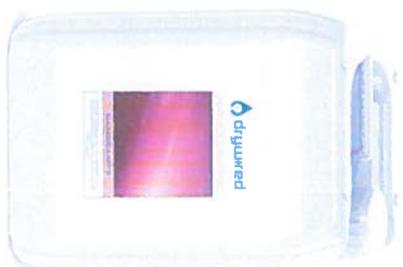
Key Glass Products



Liquid
Nanotint



LumActiv
Glass



Nanoramyk
X2



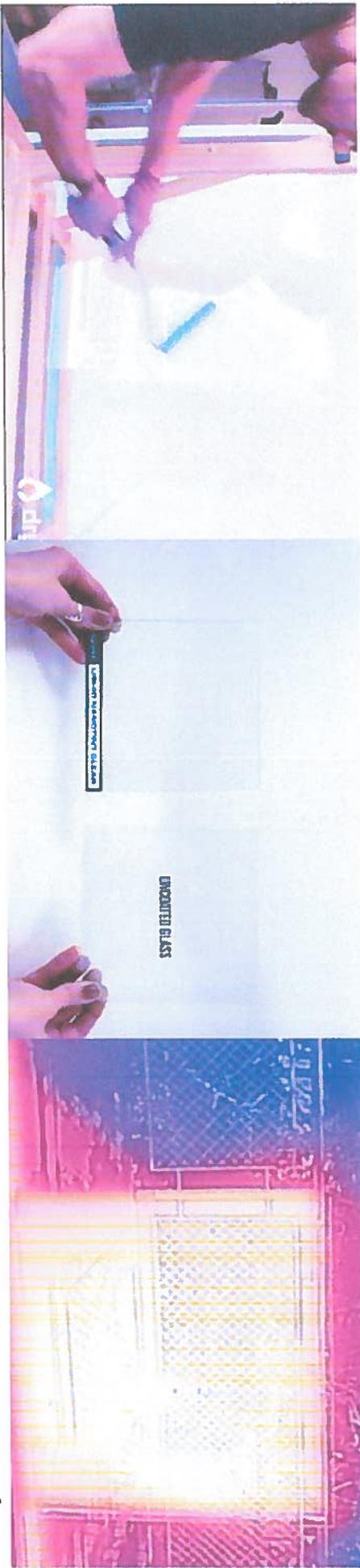
Glass &
Ceramics



101X Anti-
fingerprint

Liquid NanoTint

Transparent Thermal Nano-Insulation Coating for Glass



Liquid NanoTint® is a transparent thermal insulation coating for windows capable of blocking 100% of Ultraviolet (UV) rays, up to 95% of Infrared (IR) rays and maintaining up to 90% Visible Light Transmission (VLT).

Features

- Reduces seasonal heating/cooling costs
- Reduces lighting costs
- Absorbs and dissipates heat (non-reflective)
- No Heat Island Effect
- Cost effective & environmentally friendly
- Easy application by custom paint roller
- Can be applied on top of or under window film
- Dries within minutes
- Zero off gassing when fully cured
- Below VOC limit for EPA Glazing standards
- 10 Year Warranty
- Recommended for interior glass application
- Excellent retrofit for single-pane glass

Uses

- Commercial glass
- Residential glass
- Glass manufacturing
- Polycarbonate materials
- Skylights



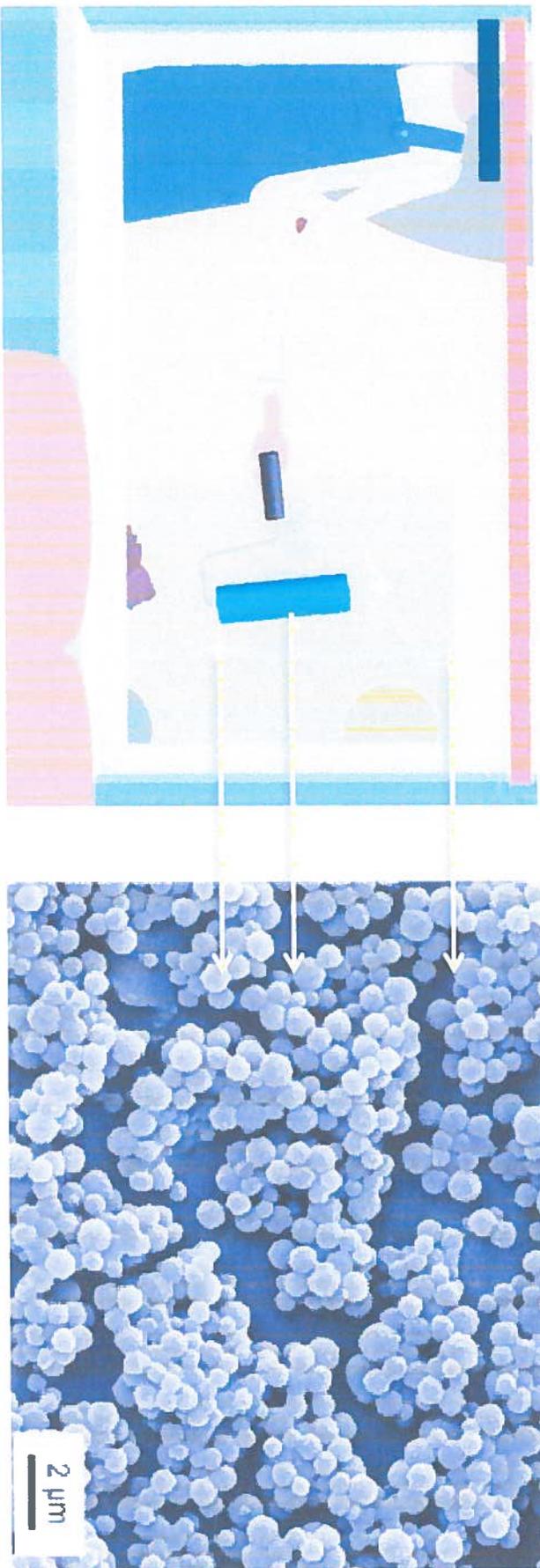
PORTICO

Benefits:

Powerful energy savings, increased thermal comfort for workers, no UV damage to property, high visible light brightens rooms

Liquid NanoTint

How It Works



- Metal-oxide nanoparticles infused in DryWired's proprietary binder, trap thermal energy and dissipate heat

LumActiv Glass – Super-Hydrophilic coating

LumActiv is a patented photocatalytic, super hydrophilic coating. LumActiv's patent covers processes of producing a titanium oxide-forming solution and a dispersion with crystalline titanium oxide particles.

U.S. granted patent:

US6602918

Granted: 08/05/2003



LumActiv How It Works

In 1967, PhD student Akira Fujishima working in a small lab at the University of Tokyo discovered that the anatase form of titanium dioxide, a common food pigment, decomposes volatile organic compounds (VOCs) and other air pollutants when exposed to UV light. More than 48 years and over 3,000 academic studies later, scientists agree that global air pollution can be positively impacted by the widespread application of photo-catalytic anatase titanium dioxide coatings.

Photocatalytic Oxidation

Light Energizes TiO₂ Electrons



Bacteria, Viruses &
Organic Pollutants
are destroyed

Harmless
Byproducts

TiO₂ Coated Surface

**Chemical reaction takes place on coated surfaces*

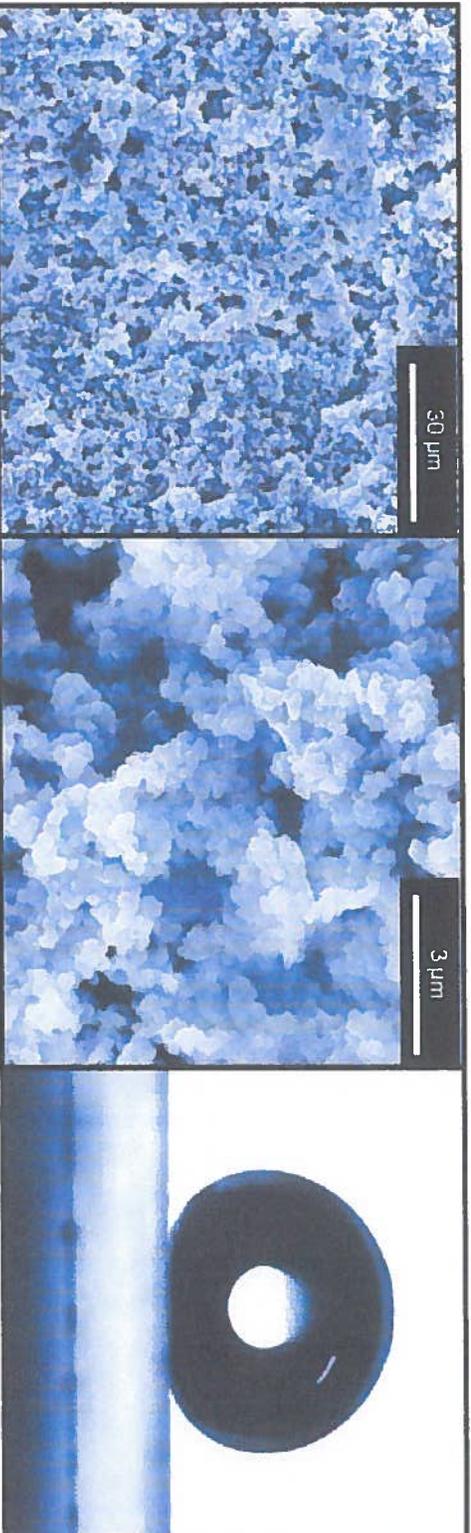
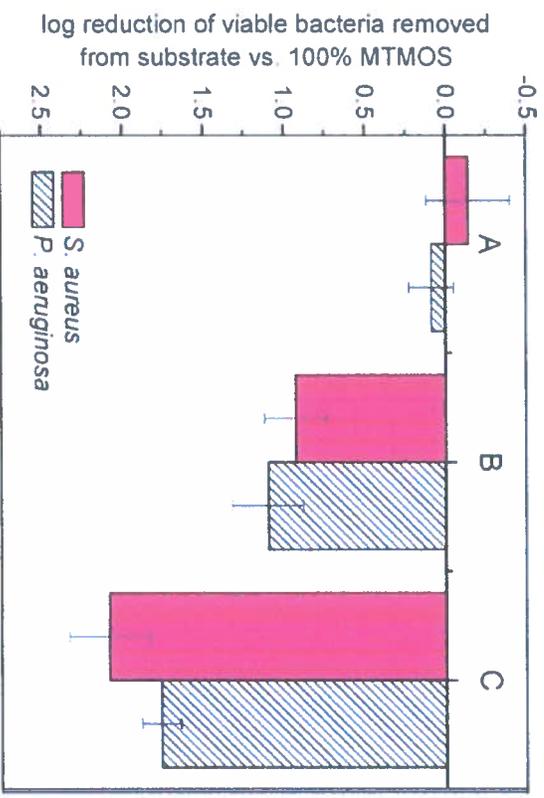
In the presence of light, the compounds that our coating is capable of decomposing include nitrogen oxides (NO_x), carbon monoxide (CO), formaldehyde, benzene, allergens, pathogens, odors and other volatile organic compounds (VOCs). These pollutants are converted into non-toxic compounds like carbon dioxide, water and nitrates.

Nanoramyk X2

Nanoramyk is a patented superhydrophobic xerogel coating synthesized from a mixture of nanostructured fluorinated silica colloids.

- | Examples of Use | Features |
|---|---|
| <ul style="list-style-type: none">• Stainless steel | <ul style="list-style-type: none">• Superhydrophobic• Anti-microbial• Reduces the adhesion of pathogens |

U.S. granted patent:
US9675994B2
Granted: 06/13/2017

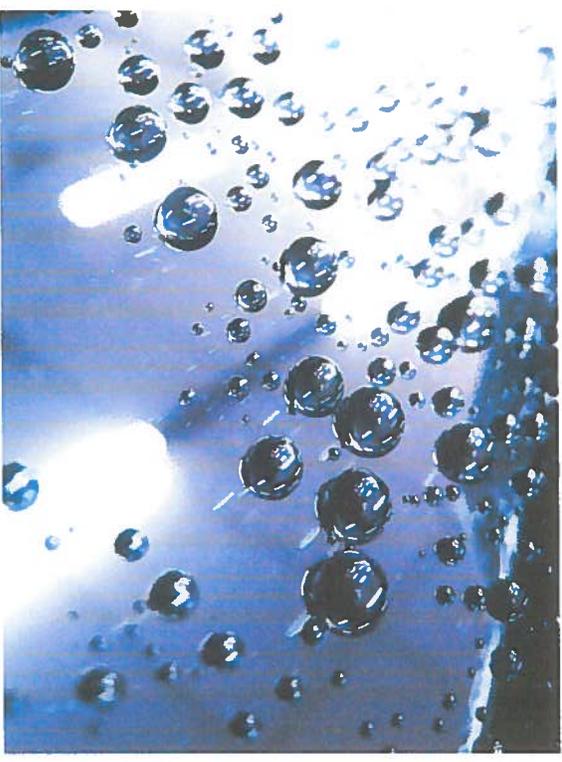


Glass & Ceramics

Stain Repellent

DryWired® Glass & Ceramics is a hydrophobic and oleophobic coating that creates a non-stick surface for ceramic and glass substrates. As a result, contaminants such as grease, oil and environmental pollutants to be easily removed without applying abrasive agents or strong solvents.

Examples of Use	Features
<ul style="list-style-type: none"> • Urinals • Toilets • Shower doors • Mirrors • Float glass • Architectural glass • Automotive glass • Porcelain • Ceramic glaze • Zirconia • Soda-lime glass • Photochromic glass 	<ul style="list-style-type: none"> • Water-repellent • Oil-repellent • Strong non-stick properties • Easy-to-clean effect • Invisible to the human eye (coating thickness: 100-150 nm) • UV-stable • Abrasion-resistant • Resistant to temperature change • Breathable • Simple application (do-it-yourself) • Chemical resistant to pH < 13 • Dries in seconds

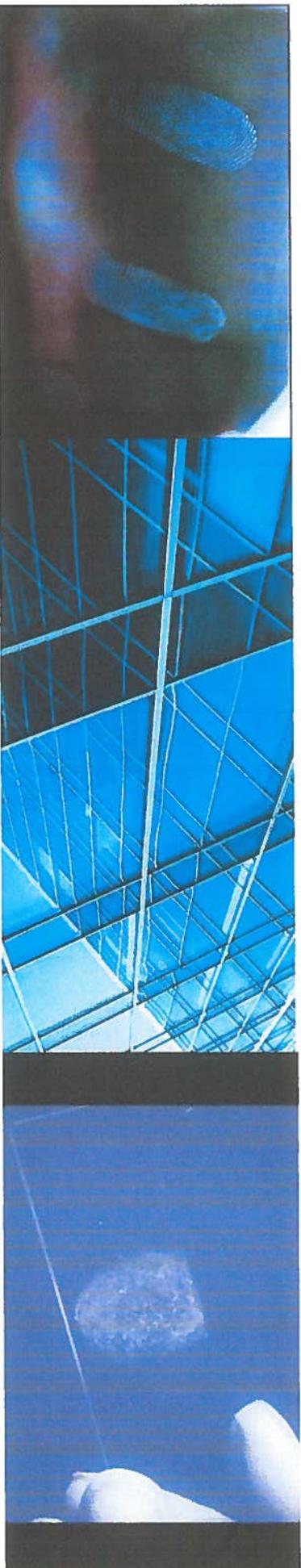


Benefits:

Cleaning time is cut, bathrooms remain cleaner for longer

101X Anti-fingerprint

Anti-fingerprint coating



Drywired® 101X Anti-fingerprint is a perfluoropolyether coating with good durability, lubricity and abrasion resistance. On glass, the coating provides good anti-reflective and oleophobic properties. 101X Anti-fingerprint is recommended for glass and metal surfaces for fingerprint resistance, stain repellency and reduced ice adhesion. 880 on mesh and filters forms an excellent anti-fouling agent.

Technical Specs

- Quantity: 125 ml bottle (plus 1 ml activator vial)
- Application methods: Spritz and squeegee, dip, spray, PVD, etc.
- Curing: Air dry for 24 hours (or bake 100°C for 10 minutes with 50% relative humidity)
- Transparent: Yes
- Refractive Index: 1.3
- Density: 0.9 g/ml
- Static Contact Angle to Water (2 µl): >95°
- Static Contact Angle to Mineral Oil (20 µl): >50°
- Contact Angle after 5,000 Cotton Rubs @ 2.5 g/sq-mm: >90°

Uses

- Commercial glass
- Residential glass
- Glass manufacturing
- Polycarbonate materials

Case Studies

PROPRIETARY & CONFIDENTIAL

Glass & Ceramics

Case Study – Self Driving Cars

Client: Uber Advanced Technology Center

Date: 2016

Country: USA

Challenge: Uber's self-driving car sensors were malfunctioning when they got dirty.

Solution: G&C Nanocoating was selected by Uber after rigorous testing. G&C provided a self-cleaning effect for the sensor enclosures preventing false readings.

UBER

ADVANCED TECHNOLOGIES CENTER



Liquid NanoTint

Case Study – Historic Building

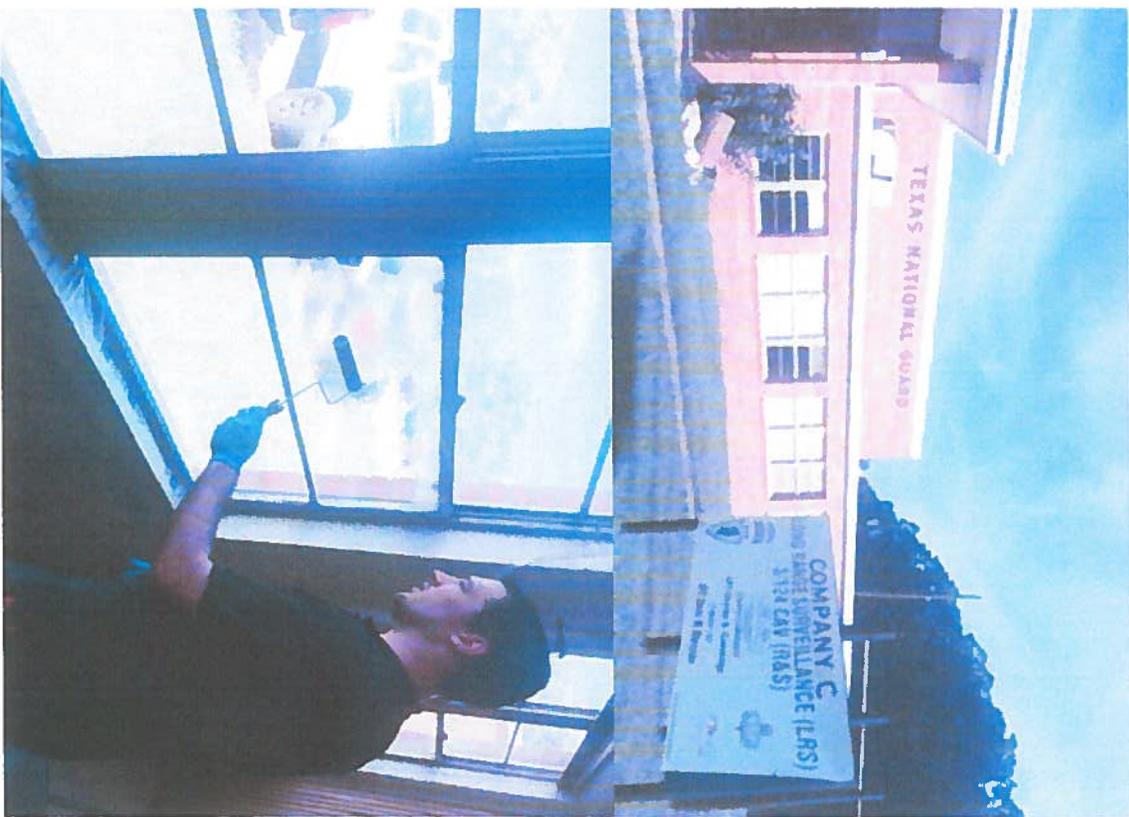
Client: Texas National Guard

Date: Sept. 2016

Location: Texas

Challenge: National Guard Recruitment centers in Weatherford and Terrell Texas were experiencing extremely hot room temperatures due to un-insulated single-pane glass.

Solution: Liquid NanoTint was applied to the single-pane windows in order to increase the building's energy conservation efforts while not sacrificing visible light transmittance.



Liquid NanoTint

Case Study – University Building

Client: University of Idaho

Date: 2015

Location: Moscow, ID

Challenge: University of Idaho experienced uncomfortably hot conditions in their buildings during the summer months due to a lack of central air conditioning.

Solution: Liquid NanoTint was applied to single-pane glass in one of the affected buildings and reduced room temperature up to 20°F.

Testimonial: “(Liquid NanoTint) is the best thing since sliced bread” – Fred Pollard, University of Idaho Resource Conservation Manager



Normal Glass (Heat passes through)



Liquid NanoTint Glass (Nanoparticles trap heat)

Liquid NanoTint

Pilot Case Study – City Hall Office

Client: Los Angeles City Hall

Date: 2016

Location: Los Angeles, CA

Challenge: Los Angeles City Hall's old single-pane glass provided no UV or Infrared protection to the Deputy Mayor's Office.

Solution: Liquid NanoTint was applied to the office windows providing 100% UV protection and 95% IR rejection. The Mayor's energy efficiency staff measured a 19°F difference taking into consideration ambient room temperature and outdoor weather differences.



LumActiv

Pilot Case Study – Historic Building

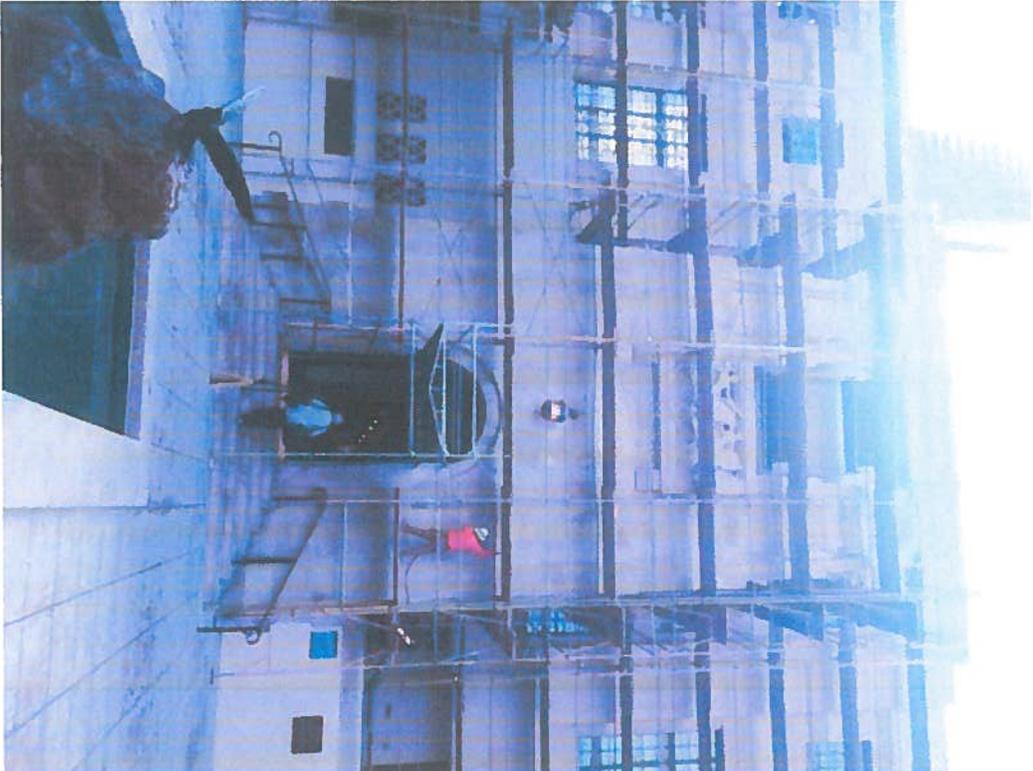
Client: LA Public Library - City of Los Angeles

Date: 2016

Location: Los Angeles, CA

Challenge: The Los Angeles Central Library was built in 1926 and is listed as a National Historic building. Due to its location in downtown Los Angeles, the building accumulates carbon deposits from smog and car emissions.

Solution: DryWired was hired to coat the 11,000 sq feet of with LumActiv so that it would stay clean throughout the year. In addition, LumActiv serves as a “smog eating” coating breaking down over 60,000 cubic feet of VOCs per day.



Liquid Nanotint + omniphobic coatings

Pilot Case Study – City Bus

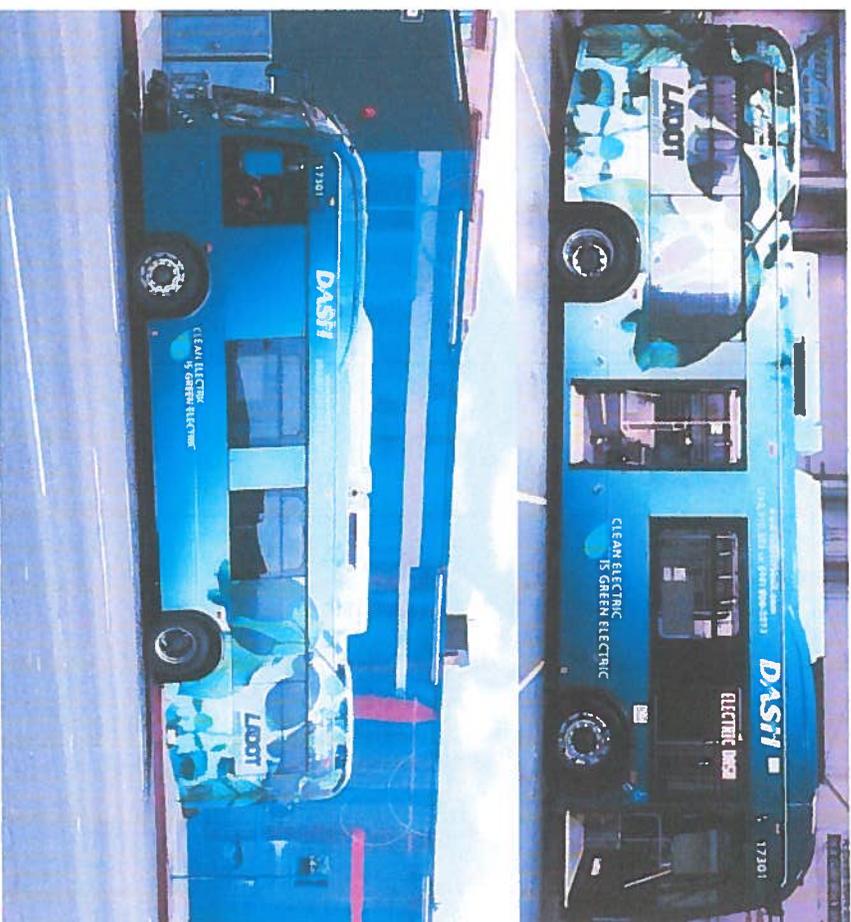
Client: City of Los Angeles

Date: June 2017

Location: Los Angeles, CA

Challenge: Testing if nano-insulated glass helps with electric bus battery range.

Solution: Liquid Nanotint was applied on the interior of the bus windows. In addition, Drywired applied hydrophobic nanocoating to the seats, camera housings and high-touch surfaces as well as a photocatalytic coating to the interior floors and exterior body of the bus for improved air quality.



City of Huntington Park

*Request For Proposal
Janitorial Services*

August 21, 2018



Santa Fe
**BUILDING
MAINTENANCE**

15644 Palomino Dr.
Chino Hills, CA 91709
Tel: (909) 606-2756
Fax: (909) 606-6469
www.Santafebldmaint.com



Table of Contents

- **Technical Proposal**

Letter of Transmittal.....	2
Section 1 – Scope of Work	
Scope of Work Technical Approach	3 -14
Service Methodology.....	15 - 21
Section 2 – Schedule	
Service Schedule.....	22 - 26
Section 3 – Project Team, key Personnel & Resumes	
Organization of Work Team.....	27
Chart of Organization & Communication Plan.....	28 – 30
Assigned Personnel and Work Experience.....	31 – 32
Key Personnel Resumes.....	33 - 34
Section 4 – Company Qualifications	
Company at a Glance.....	35 – 36
Company Profile.....	37
Section 5 – References	
References.....	38 - 40
Section 6 – City’s Standard Contract Services Agreement	
City Contract Acceptance of Conditions.....	41
Section 7 – City’s Standard Insurance Requirements	
City insurance Acceptance of Conditions.....	42
Copy of Insurance Certificate.....	43
Section 8 – Other Information	
Small Business Certificate.....	44
Copy of City Business License.....	45

- **Proposal Forms**

Fee N/A
(Included on a separate envelope as requested on Section 8- FEE of the RFP documents)

Addendum No. 1.



Santa Fe
BUILDING
MAINTENANCE

August 21, 2018

City of Huntington Park
Daniel Hernandez, Director of Public Works
6550 Miles Avenue
Huntington Park, CA, 90255

Re: RFP for Janitorial Services for the City of Huntington Park

Dear Daniel,

As the incumbent contractor, we would like to thank you for allowing Santa Fe Building Maintenance the opportunity to prepare a proposal to keep providing janitorial services for the City of Huntington Park. We acknowledge the receipt of addendum No. 1 as well as having the ability and financial commitment to fulfill the requirements specified in the Request for Proposal for Janitorial Services.

In addition, we certify that our response is not made in the interest or on behalf of any person not named therein; we have not directly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing. All information submitted including forms and applications were completed to the best and as accurate to our understanding. Furthermore, the bid shall remain valid for a period no less than 90 Days from the date of submittal.

Santa Fe Building Maintenance has been providing janitorial service to Southern California cities since 1975. Our experience and the ability to manage our level of work, sets us apart from most companies. We have a history of working effectively with municipalities and are a trusted provider of high quality janitorial services.

The individual authorized to make representations for the firm, sign on behalf of Santa Fe Building Maintenance, and to bind a contract is Irineo Nuno, General Manager. I can be contacted by telephone or by email:

Santa Fe Building Maintenance
15644 Palomino Drive
Chino Hills, CA 91709
Tel: (909) 606-2756
Fax: (909) 606-6469
E-mail: Irineo@santafebldmaint.com

We look forward to the continuous opportunity of being a trusted and valued partner in improving and maintaining the appearance of your buildings.

Sincerely,


Irineo Nuno
General Manager



Scope of Work Technical Approach

Santa Fe Building Maintenance proposes to provide janitorial services to the City of Huntington Park facilities, has explained and requested in accordance to the specifications listed in the Request for Proposal to provide Janitorial Services for the City of Huntington Park.

Santa Fe's approach to meet the required services will be by using the Zone Cleaning Approach. The Zone Cleaning Approach will ensure that all work is performed according to the contract requirements by utilizing a system of cleaning personnel, supervision, reports and logs insuring that the facilities are cleaned and maintained up to or above Santa Fe's and the City of Huntington Park service standards.

The zone cleaning approach is based on realistic goals, responsiveness and understanding of the specifications. Santa Fe will use this approach has it's been very successful with other projects of similar magnitude. The zone cleaning Approach consists of cleaning personnel assigned to a task or an area in the facility. Each team member is responsible for the completion of work on its assigned tasks or Area. The zone cleaning method has proven to be efficient on this type of situations where multiple facilities at different locations need to be maintained.

Benefits of Zone Cleaning

Zone cleaning, sometimes called area cleaning or route cleaning involves the assignment of a specific area to a janitor, or in this case a facility. Since the janitor is responsible for all the cleaning activities in the area, he must be fully knowledgeable in all areas of janitorial work and be familiar with all the daily tasks required to clean the facility. Equipment to perform work must be available when required and the janitor must know how to operate this equipment effectively. The primary benefit for zone cleaning is the awareness and familiarity of the janitor with every area of the assigned facility, as well as every building occupant. For this reason, a janitor can also be an effective security person, since strangers can easily be recognized and directed to their destination, or off the property as needed. The zone cleaner is responsible for every cleaning activity in the assigned area, any failure to provide good quality service can be easily be recognized and corrected since daily services can be attributed to the janitor responsible for that area

To meet the City of Huntington Park cleaning requirements, Santa Fe will provide cleaning services as required on the RFP# Janitorial Services for City of Huntington Park facilities, which are as follows:





FACILITY	ADDRESS
CITY HALL BUILDING SERVICES	6550 Miles Ave, Huntington Park, CA 90255

Daily: Monday thru Thursday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean, dust mop, and polish bright work in elevators.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean conference walls, wall switch plates, and room tables. Place chairs neatly around table and room perimeter.
- Clean exterior and interior of microwave and disinfect counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.
- Service, empty, and clean exterior (at building entrances) trash receptacles.
- Clean exterior and interior of microwaves and refrigerator on both 1st and 2nd floor, including all Conference Rooms.
- Clean and wipe down all tables and chairs in conference rooms.
- Turn off A/C in Council Chambers and Conference Rooms following meetings.
City Council Offices to be maintains/cleaned starting at 5 PM.

Weekly:

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors I clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.
- Chemically treat all waterless urinals on Friday evenings with approved chemical.



Santa Fe BUILDING MAINTENANCE

- Surface clean carpets as needed.
- Clean and dust of Council Chamber Dias horizontal and vertical wood surfaces, podium and staff tables on Monday.

Monthly:

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents & air deflectors.
- Dust, mop and spot clean Fire Stairs, blinds, railings and ledges.
- Machine scrub hard surface floors and apply finish; including elevators.
- Detail vacuum corners and edges.
- Clean accessible baseboards.
- Remove and clean all cobwebs.
- Extra clean of council chambers interior and exterior doors.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solutions.
- Dust horizon and vertical furniture surfaces wall vents and horizon and vertical wail and wood trim

Quarterly:

- Clean all accessible carpet using hot water, high-pressure extraction system.
- Replace waterless urinal cartridges with approved replacement
- Clean all 1st floor windows inside and out.
- Clean all exterior windows and power wash exterior sunscreens (to be performed on WEEKENDS only.)

Semi-Annual:

- Machine strip hard surface floors /clean grout in floor tile and reapply approved floor finish.
- Clean fabric walls full height and hot water extract, using a high-pressure extraction system, insuring no streaks are visible.

FACILITY	ADDRESS
KELLER PARK RESTROOMS	6550 Miles Ave, Huntington Park, CA 90255

Daily: Monday thru Thursday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass push plates, and handles.



Santa Fe BUILDING MAINTENANCE

- Clean both sides of partition glass using an approved window cleaner.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 3 pm but no later than 7 pm Saturday & Sunday).
- Clean and polish drinking fountains.

FACILITY	ADDRESS
HUNTINGTON PARK POLICE DEPARTMENT	6542 Miles Ave, Huntington Park, CA 90255

Daily: Monday thru Sunday

- Empty waste baskets and carry trash to pick area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior :& exterior entranceway door glass, push plates and handles, Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean, disinfect restrooms toilet, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Vacuum stairs, dust railings, ledges and spot clean.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixtures.
- Glean conference room tables; arrange chairs neatly around table and room perimeter.
- Clean exterior and interior of microwave and disinfect counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly:

- Dust low areas up to six foot in height,
- Damp mop all hard surface floors [clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Chemically treat all waterless urinals on Friday evenings with approved chemicals.
- Surface clean carpets as needed.



Monthly:

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills Over six feet.
- Vacuum ceiling vents and air deflectors.
- Dust, mop and spot clean Fire stairs, blinds, railings and ledges.
- Machine scrub hard surface floor and apply finish, including elevators.
- Detail vacuum corners and edges.
- Clean accessible baseboards.
- Remove and clean all cobwebs.
- Dust horizon and vertical furniture surfaces wall vents and horizon and vertical wall and wood trim

Quarterly:

- Clean carpet using hot water, and a high-pressure extraction system.
- Clean all exterior windows and power wash exterior sunscreens (to be performed on WEEKEND only).

Semi-Annual:

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Replace waterless urinal cartridges with approved replacement as needed

FACILITY	ADDRESS
HUNTINGTON PARK RAUL R. PEREZ MEMORIAL PARK	6208 Alameda St. Huntington Park, CA 90255

Daily: Monday thru Friday

- Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean, disinfect restrooms toilet, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day. (morning before 7 am and afternoon after 4 pm but no later than 7 pm).Once (1) on Saturday & Sunday
- Dust mop hard floors with a chemically (city approved) treated dust mop
- Spot mop stains and spills I clean all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled Walls and fixtures
- Clean conference room tables



Santa Fe BUILDING MAINTENANCE

- Clean exterior and interior of microwave and damp wipe counters and sinks in break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Saturday and Sunday

- Completely clean, disinfect restrooms toilet, sinks, fixtures, restock all paper dispensers, refill soap as needed, once (1) time per day, early morning.

Weekly:

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors I clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture
- Surface clean carpets as needed.
- Clean room tables and chairs and arrange neatly.
- Clean and disinfect weight room equipment.

Monthly:

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors I clean grout in floor tile and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solutions.
- Remove and clean all cobwebs.
- Dust horizon and vertical furniture surfaces wall vents and horizon and vertical wall and wood trim

Quarterly:

- Clean carpet using hot water extract, and a high-pressure extraction system

FACILITY	ADDRESS
HUNTINGTON PARK COMMUNITY CENTER — SENIOR CITIZEN PARK	6923 Salt Lake Ave, Huntington Park CA 90255

Daily: Monday thru Friday



Santa Fe BUILDING MAINTENANCE

- Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm including Saturday and Sunday). First cleaning must be done before 7am.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills I clean all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean, dust mop, and polish bright work in elevators.
- Spot clean soiled wall switch plates, walls and fixtures.
- Clean conference room tables
- Clean dry erase boards.
- Clean exterior and interior of microwave and damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly:

- Dust low areas up to six foot in height
- Damp mop all hard surface floors I clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly:

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents & air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solutions.
- Remove and clean all cobwebs
- Dust horizon and vertical furniture surfaces wall vents and horizon and vertical wall and wood trim



**Santa Fe
BUILDING
MAINTENANCE**

Quarterly:

- Clean carpet using hot water extract, and a high-pressure extraction system

FACILITY	ADDRESS
SALT LAKE PARK AND RECREATION CENTER AND MUNICIPAL BUILDING	3401 E. Florence Ave, Huntington Park, CA 90255

Daily: Monday thru Sunday

- Empty waste baskets and carry trash to pick up area Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm).
- Dust mop hard floors with a chemically (city approved)treated dust mop.
- Spot mop stains and spills I clean all mop splatter from all vertical surfaces
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel
- Spot clean soiled wall switch plates, walls and fixtures
- Clean conference room tables
- Clean dry erase boards.
- Clean exterior and interior of microwave and damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly:

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.
- Clean and disinfect weight room equipment.

Monthly:

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.



**Santa Fe
BUILDING
MAINTENANCE**

- Dust ledges and window sills over six feet.
- Vacuum ceiling vents & air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors I clean grout in floor tile and reapply approved floor finish
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solutions.
- Remove and clean all cobwebs.
- Dust horizon and vertical furniture surfaces wall vents and horizon and vertical wail and wood trim

Quarterly:

- Clean carpet using hot water extract, and a high-pressure extraction system

FACILITY	ADDRESS
FREEDOM PARK	3801 E. 61 Street, Huntington Park, CA 90255

Daily: Monday thru Friday

- Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm). July, August, September once a day on Saturdays
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills/ clean all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel
- Spot clean soiled wall switch plates, walls and fixtures.
- Clean conference room tables
- Clean dry erase boards.
- Clean exterior and interior of microwave and damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs arrange neatly.

Weekly:

- Dust low areas up to six foot in height.



**Santa Fe
BUILDING
MAINTENANCE**

- Damp mop all hard surface floors I Clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around watt switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly:

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents & air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors I clean grout in floor tile and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove, and clean all cobwebs
- Dust horizon and vertical, furniture surfaces wall vents and horizon and vertical wall and wood trim

Quarterly:

- Clean carpet using hot water extract, and a high-pressure extraction system

FACILITY	ADDRESS
PUBLIC WORKS/CITY YARDS	6900 Bissel Street, Huntington Park, CA 90255

Daily: Monday thru Friday (per 9/80 Schedule)

- Empty waste baskets and carry trash to pick up area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day. To be completed Once a day on Saturday.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills/ clean all mop splatter from all vertical surfaces.



Santa Fe BUILDING MAINTENANCE

- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel
- Spot clean soiled wall switch plates, walls and fixtures.
- Clean conference room tables
- Clean dry erase boards.
- Clean exterior and interior of microwave and damp wipe counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs arrange neatly.

Weekly:

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around watt switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly:

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents & air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove, and clean all cobwebs
- Dust horizon and vertical, furniture surfaces wall vents and horizon and vertical wall and wood trim

Quarterly:

- Clean carpet using hot water extract, and a high-pressure extraction system

Semi-Annual

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.

Special Clean Up (As needed basis)



Santa Fe
BUILDING
MAINTENANCE

Special clean ups are scheduled a minimum of one (1) week ahead of time (sometimes more) by the Department of Parks and Recreation.

Special cleaning projects will be required during City closure or special events.

Tasks will include:

- Floor care – Strip and wax all floors.
- Polish Furniture.
- Wash Blinds.
- Wash interior and exterior windows.
- Deep clean all carpets and walk-off mats.
- Wash walls, and waste receptacles.
- Vacuum and shampoo upholstered furniture.
- Clean and wash lighting and mechanical diffusers.
- Clean and sanitize work stations.



Service Methodology

1. Santa Fe Building Maintenance shall perform the Daily, Weekly, Monthly, Quarterly and Semi-Annually Cleanings Services tasks in strict accordance with the frequencies stated on the proposal documents of the RFP.
2. Santa Fe Building Maintenance shall perform the Cleanings Services using equipment and chemicals meeting the requirements contained in the proposal documents. Santa Fe Building Maintenance shall follow the instructions provided by the manufacturers of such items in every case.
3. Unless exempted by the City Assigned Representative, Cleaning personnel shall remove light furniture such as seats, chairs, trash and ash receptacles, storage containers, etc. prior to performing floor and/or carpet cleaning and return such items after the completion of the work.
4. Cleaning personnel shall return to their appropriate locations all items moved during the performance of the service, in public and common-use areas, cleaning personnel shall return all furniture to their appropriate configuration.
5. Cleaning personnel shall provide and use adequate barricades and signs to provide enough warning prior to, during and after the performance of the cleaning services.

Carpet Shampooing, Extraction Method

Cleaning personnel shall remove carpet stains, completely vacuum, shampoo using water extraction equipment and supplies, and completely re-vacuum all carpet in the specified area. Cleaning personnel shall shampoo areas such as corners which are inaccessible to the equipment with manual scrubbing devices. After shampooing and allowing enough drying time, cleaning personnel shall vacuum the carpet following the pattern which will give the carpet enough drying time. Cleaning personnel shall vacuum the carpet following the pattern which will give the carpet pile a uniform appearance. Cleaning personnel shall vacuum the carpet sufficiently prior to shampooing to remove dry and loose soil from the carpet pile. Cleaning personnel shall use a pile brush to raise and grit from the carpet pile or raise the carpet pile to allow enough penetration or to provide for adequate drying of the carpet.

Clean and Disinfect Drinking Fountains

Cleaning personnel shall use spray bottles of germicidal detergent solution, clean cloths, scrub pads and cream cleanser to remove all obvious soil, streaks, smudges, etc. from the drinking fountains and cabinets; then, disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning and disinfecting, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil.



Santa Fe
BUILDING
MAINTENANCE

Clean and Disinfect Fixtures

Cleaning personnel shall use spray bottles or pump-up sprayers, to apply germicidal detergent solution to all surfaces of wash basins, toilets, urinals, showers and adjacent surfaces. Cleaning personnel shall use clean cloths (except inside toilet bowl and urinals where Cleaning personnel shall use bowl mops) to remove soil from all surfaces of these fixtures and adjacent surfaces. Cleaning personnel shall use a cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal detergent solution.

Cleaning personnel shall use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixture. Cleaning personnel shall use a plumbing plunger to unstop clogged toilets.

Clean and Refill Floor Drains

Cleaning personnel shall use a floor drain brush to clean floor drains. Cleaning personnel shall use abrasive cleanser and scrub pads to remove corrosion and tarnish. Cleaning personnel shall pour a solution of-germicidal detergent down the floor drain to fill the drain trap and prevent the escape of sewer gas.

Clean Floor Mats

Cleaning personnel shall clean and empty floor mats by using a wet/dry tank vacuum to remove moisture. Cleaning personnel shall use an upright carpet vacuum to clean carpeted floor mats and a hose to washout non-absorbent floor mats when the mats cannot be cleaned by emptying or vacuuming

Damp Mop Non-Carpeted Floors

Cleaning personnel shall use detergent solution and mops to remove soil from non-carpeted floors and baseboards which cannot be removed by sweeping, dust mopping or vacuuming. Cleaning personnel shall dust mop floors which are coated with floor finish prior to damp mopping. Cleaning personnel shall sweep other floor surfaces prior to damp mopping. Cleaning personnel shall damp mop all areas of the floor, after the floor has been damp mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In rest rooms and locker rooms, cleaning personnel shall use germicidal detergent instead of detergent solution.

De-scale Toilets and Urinals

Cleaning personnel shall use aseptic-type bowl cleaner and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc. from the insides of toilet bowls and urinals.



Disinfect Surfaces

Cleaning personnel shall use cloths, squeegees and germicidal detergent solution from spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc.

Dust Furniture

Cleaning personnel shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, telephones, lamps, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Papers typewriters, calculators, computers, staplers, and other similar desk items are not to be disturbed. Cleaning personnel shall accomplish dusting by the removal of soil from the area not by moving it from one surface to another.

Dust Fixtures and Other Surfaces

Cleaning personnel shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove litter, dry soil, etc. from the surface of ledges, heater convectors, window sills, fire extinguishers, counter tops, walls, door frames and sills, ceiling mounted fans, fixtures, partitions, rails, blinds, and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators, etc. below 8 feet from the floor surface. Cleaning personnel shall dust up to a height of 20 feet from the floor surfaces at the interior and exterior of exterior entry areas. Cleaning personnel shall accomplish dusting by the removal of soil from the area not by moving it from one surface to another.

Dust Mop or Sweep Non-Carpeted Floors

Cleaning personnel shall use a treated dust mop to remove soil and litter from non-carpeted floors. On resilient tile, terrazzo, and other smooth finished floor surfaces, cleaning personnel shall use treated dust mops. On rough unsealed concrete, or other floors where dust mopping is not effective; cleaning personnel shall use brooms. Prior to dust mopping the floor surface, cleaning personnel shall use mops and detergent solution to remove wet soil from the floor. Cleaning personnel shall use a dustpan to remove accumulated soil and litter. After the floor has been dust mopped or swept, the floor surface, including corner and abutments, shall be free of dust. Litter and debris that can be removed by dust mopping or vacuuming or with a putty knife. Cleaning personnel shall vacuum elevator floors and door tracks and other areas such as corners and hard-to-reach areas. Cleaning personnel shall use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats.

Cleaning personnel shall use a carpet stain remover and gum remover to remove carpet stains and gummy soil. Cleaning personnel shall clean exterior entrance mats by hosing with water and/or vacuuming.



Empty. Trash Receptacles

- Cleaning personnel shall empty and return to their appropriate location all waste baskets, cigarette ash receptacles and other trash containers.
- Cleaning personnel shall remove all litter, cans, papers, and other containers marked "TRASH".
- Cleaning personnel shall keep trash in Recycle Containers separated from other trash.
- Cleaning personnel shall remove all collected trash to area(s) on the site or within the building as designated by the Project Manager in such a manner as to prevent the adjacent area from becoming littered by such trash.
- Cleaning personnel shall replace all obviously soiled or torn trash receptacle liners with a new trash receptacle liner. Liner shall be replaced in such a manner as to present a neat uniform appearance.
- Cleaning personnel shall use damp cloths & detergent solution or disinfectant & scrub pads to remove non-permanent stains and soil from the interior and exterior of trash receptacles.

Machine Scrub Floors

Cleaning personnel shall use electrical floor machines with a scrubbing brush or grout cleaning machines and detergent or degreaser solution to remove soil and stains from floor surfaces such as concrete brick or pavers, grouted tile and other such uneven or rough floors and from baseboards, furniture and partition bases and legs. Cleaning personnel shall use hand brushes in areas inaccessible to the floor machines. Cleaning personnel shall use a wet/dry tank vacuum to pick up the scrubbing solution and wet mops, buckets and wringers in areas inaccessible to a tank vacuum. Cleaning personnel shall remove all splash marks baseboards, furniture and other such surfaces.

Nonspecific Tasks

Cleaning personnel shall perform miscellaneous activities as directed by the Project Manager.

Polish Stainless Steel

Cleaning personnel shall polish stainless steel surfaces with glass cleaner and a soft cloth. Cleaning personnel shall use clean cloths and stainless-steel polish to remove smudges, fingerprints, marks, streaks, tape, etc. that glass cleaner cannot remove. Cleaning personnel shall remove excess stainless-steel polish

Refill Dispensers

Cleaning personnel shall check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, toilet seat cover dispenser, etc. Cleaning personnel shall place supplies dispensers in accordance with the directions of the supplier and dispenser



manufacturers. Cleaning personnel shall wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

Remove Carpet Stains

Cleaning personnel shall use carpet stain removers, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove non-permanent stains from carpeted floors. Cleaning personnel shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Cleaning personnel shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, cleaning personnel shall blot and rub the stain up in such a manner as to prevent spreading of the stain. After the stain has been removed, cleaning personnel shall blot or vacuum the carpet dry.

Spot Clean Fixtures and Other Surfaces

Cleaning personnel shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, window sill and blinds, fire extinguishers, counter tops, walls, doors, door frames and sills, pictures, partitions, rails, and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculator etc. below 8 feet from the floor surface. Cleaning personnel shall perform spot cleaning up to a height of 8 feet from the floor surfaces with glass cleaner and soft clean cloths. Cleaning personnel shall use a clean cloth and stainless-steel polish to remove smudges, fingerprints, marks, streaks, tape, etc. that glass cleaner cannot remove. Cleaning personnel shall remove excess stainless-steel polish. In Common-use areas such as corridors, entrances, stairs, class rooms, etc. Cleaning personnel shall remove all notices, posters, bulletins, flyers, etc. as directed by the Contract Administrator.

Spot Clean Drinking Fountain

Cleaning personnel shall use germicidal detergent, neutral detergent, lotion cleanser and a clean cloth to remove visible soil from drinking fountains.

Spot Clean Furniture

Cleaning personnel shall use damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from, the surfaces of chairs telephones, cleared surfaces of desks, lamps, tables, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Typewriters, calculators, papers, computers, staplers, and' other similar desk items are not to be disturbed.



Spot Mop

Cleaning personnel shall use detergent solution and mops to remove spots, spills and obvious soil from non-carpeted floors that cannot be removed by vacuuming or dust mopping. After the floor has been spot mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil that can be removed by damp mopping. In test areas and medical exam or treatment areas, cleaning personnel shall use germicidal detergent solution instead of detergent solution.

Spray Buff/Burnish

Cleaning personnel shall dust mop and damp mop the floor surface in preparation for spray buffing. Cleaning personnel shall use single disc floor machines, buffing pads, and spray bottles with spray buffing solution to restore a uniform gloss and protective finish to resilient tile or terrazzo floors that are finished with floor finish. The spray buff solution shall be a premixed solution formulated as a companion product to the finish already on the floor. Cleaning personnel shall dust mop the floor surface after spray buffing. After spray buffing, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. Cleaning personnel shall remove all spray buff solution from baseboards, furniture, trash receptacles, etc.

Strip and Refinish Floors

Cleaning personnel shall completely remove all non-permanent floor finish and sealer from resilient tile or terrazzo floors and from baseboards and furniture and partition legs and bases. Then, apply a minimum of 2 coats of floor sealer and 3 coats of floor finish. Cleaning personnel shall use single disc floor machines, stripping pads, putty knives, abrasive pads, mops, mop buckets and wringers, floor finish remover and mist remover to remove all removable marks heel marks, scuff marks, rust stains, gum and other types of stains and soil. Cleaning personnel shall use manual scrubbing devices in areas inaccessible to the floor machine. Cleaning personnel shall use a wet/dry tank vacuum to pick up stripping solution except in areas where its use is not practical. Cleaning personnel shall rinse thoroughly with clear water all floor surfaces to which floor finish remover has been applied. When a wet/dry tank vacuum is used, cleaning personnel shall rinse the area at least once after the floor finish remover has been picked up with the wet/dry vacuum. When a wet/dry vacuum is not used, cleaning personnel shall use a fine strand rayon mop to apply at least 2 coats of floor sealer and 3 coats of floor finish. Cleaning personnel shall apply no finish within 1" of baseboards and any fixed furniture sitting directly on the floor surface. Diamond shall remove all floor sealer, floor finish, stripper and stripping slurry from baseboards, furniture and other such areas. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc. shall be visible.



Santa Fe
BUILDING
MAINTENANCE

Vacuum Carpeted Floors

Cleaning personnel shall use a carpet vacuum to remove visible and hidden soil and debris from the carpet surface and from within the carpet pile. Cleaning personnel shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum, after completely vacuuming, the carpet shall be free of all visible soil and litter and all soil which can be removed from the carpet pile.

Wet Clean Floors

Cleaning personnel shall use detergent solution, wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders and abrasive pads, and putty knives to remove soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. Cleaning personnel shall apply detergent solution to the entire floor area and allow to remain for three to five minutes. Cleaning personnel shall use scrub brushes to remove spots and stains not removed by mopping. In areas with floor drains, cleaning personnel shall squeegee the floor dry and then rinse with clear water. In areas without a floor drain, cleaning personnel shall use a wet mop and mop bucket and wringer or wet/dry tank vacuum to pick up the solution, and then rinse with clean water twice. Cleaning personnel shall wet clean all accessible areas. Cleaning personnel shall dust mop floors that are coated with floor finish prior to damp mopping. Cleaning personnel shall vacuum other floor surfaces prior to damp mopping. Cleaning personnel shall take care as required to prevent splash and mop marks from being left-on baseboards, furniture legs, doors, etc. After the floor has been wet cleaned, it shall have a uniform appearance free of soil; stains, streaks, swirl marks, detergent film or any observable soil that can be removed by damp mopping. In areas where floor finish has not been applied to the floor surface and greasy soil must be removed, cleaning personnel shall use a solution of degreaser.



Service Schedules

The following production rate table is used by Santa Fe to estimate the size of the cleaning crews required to clean each facility. The table below is used to estimate how much time it will take to clean all buildings, once an estimated time is obtained we structure the crew size based on the time required to clean all buildings.

Note: Production rates/times are set as goals for Santa Fe Building Maintenance staff, more time might be needed on each procedure depending on numerous factors. Items that can affect cleaning production rates include but are not limited too:

1. Hours of building operation
2. Population density
3. Weather conditions
4. Hard floor surfaces versus carpeted surfaces
5. Public access
6. Customer expectations

GENERAL CLEANING	MINUTES/EACH
Empty trash can (28 qt), replace liner (or see sq. ft. rate - next section)	.50
Sanitize/Damp wipe telephone	.50
Damp wipe trash can (inside and outside – 28 quart)	.50
Sanitize/polish drinking fountain	1.00
Dust/vacuum blinds 4' by 3'	.45
Clean refrigerator- inside & out	20.00
Clean microwave	5.00

GENERAL CLEANING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
Empty trash can (28 qt), replace liner	2	30,000
Remove trash from building	1	15,000

DUSTING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
High dusting - vents, corners, lights	3.00	20,000



Santa Fe BUILDING MAINTENANCE

Low dusting - chair legs, base boards	5.00	12,000
Horizontal dusting -spot cleaning using microfiber cloth, desktops, pictures, computers	5.00	12,000

DETAIL DUSTING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
Overheads, behind computers, behind doors	4.00	15,000

RESTROOM CLEANING	MINUTES/EACH
Clean toilet - top/bottom	2.50
Clean sink	1.00
Clean urinal top/bottom	2.25
Clean/disinfect shower stall	7.00
Restroom partitions (wipe down)	2.00/stall
Clean fixtures, mirrors, counter tops, fill supplies	2.5 per fixture

SWEEPING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
24" Push broom	15.00	3,800
26" Push broom	10.00	5,500
28" Battery walk behind sweeper	4.00	15,000

DUST MOPPING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
24" Dust mop	7.00	6,000
36" Dust mop	5.00	12,000

DAMP MOPPING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
--------------	------------------------------	----------------



Santa Fe BUILDING MAINTENANCE

18" Microfiber flat mop	4.00	10,000
24 oz Mop head w/bucket wringer	12.00	5,000
32 oz Mop head w/bucket wringer	10.00	6,000

CARPET VACUUMING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
12" upright vacuum	26.00	2,300
16" Upright vacuum	14.00	4,280
14" Backpack vacuum floor tool	8.00	7,400
28" Battery vacuum	7.00	8,500

DETAIL VACUUM	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
Using 14" floor tool backpack to detail vacuum corners, edges, under furniture	5.00	12,000

LIGHT FIXTURES	Standard 2' x 4' Fixture
Remove tubes/clean lens and reflectors and replace tubes	8.00 each
Vacuum w/backpack with brush attachment on ladder	2.00 each

STAIRWAYS & LANDINGS	MINUTES PER FLOOR
(5' wide stairwell, 28 steps per floor)	
Dust & spot clean all handrails	5.00
Vacuum stairs, landings	2.00
Damp mop with mop/wringer	3.00
Damp mop w/microfiber flat mop	2.00
Check stairwell for litter & debris	1.00



Santa Fe BUILDING MAINTENANCE

CEILING VENTS	MINUTES PER VENT
Vacuum w/backpack with brush attachment	.45 each

WASHING (painted walls)	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
Walls painted w/semi-gloss or higher luster finish		
By hand with rag/bucket	180	333
18" Microfiber flat mop	90	667

DUST WALLS	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
Using 18" Microfiber flat mop	17	3571

WASHING (vinyl walls)	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
Using 18" Microfiber flat mop	60	1000
By hand with rag/bucket	150	5000

SPOT CLEAN WALLS	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
Remove hand marks from light switches, doors using Microfiber cloth	2.00	30,000

MACHINE SCRUBBING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
17" 175 rpm scrub/pickup/rinse	31.00	1,900
20" 175 rpm scrub/pickup/rinse	25.00	2,100
20" Auto scrubber	11.00	5,500

MACHINE STRIPPING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
17" 175 rpm scrub/pick- up/rinse	60.00	1,000



Santa Fe
BUILDING
MAINTENANCE

20" 175 rpm scrub/pick-up/rinse	55.00	1,100
20" Auto scrubber	22.00	2,700

MACHINE BUFFING	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
High speed burnish w/20" 2000 rpm machine	10.00	6,000
Spray buff w/20"2000 rpm Machine	13.00	5,200

APPLY FLOOR FINISH	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
Standard finish mop head gravity-feed application-microfiber	20.00	3,000
Bucket less flat mop 20"	15.00	4,000

APPLY FLOOR SEALER	MINUTES TO CLEAN 1,000 SQ FT	SQ FT PER HOUR
Standard finish mop head	20.00	3,000
Gravity feed applicator - microfiber bucket less flat mop 20"	15.00	4,000



Santa Fe
BUILDING
MAINTENANCE

Organization of Work Team

**City of
Huntington Park**
Assigned Representative

Irineo Nuno
Contract Administrator

**Working
Supervisor/Lead**

**General Cleaning
Personnel**

**On-Call/Emergency
General Cleaners**

**Specialty Cleaning
Crew**



Santa Fe
BUILDING
MAINTENANCE

**Santa Fe Building
Maintenance**

15644 Palomino Dr.
Chino Hills, CA 91709

Tel: (909) 606-2756
Toll Free: 1(877) 782-3323
Fax: (909) 606-6469
Email:
contact@santafebldmaint.com

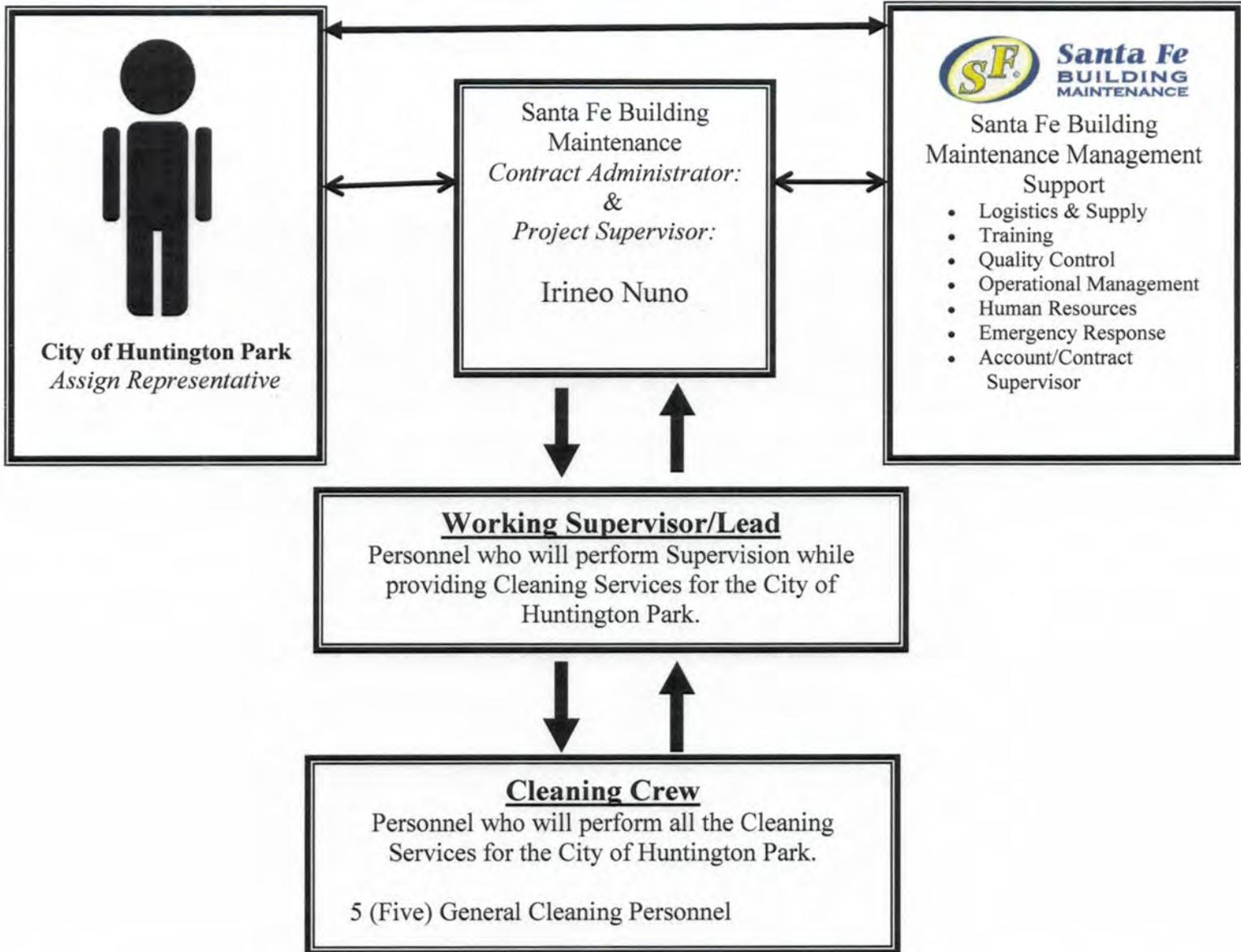
Main Office Management and Support

- Logistics & Supply
- Employee Training/Education
- Quality Control
- Operational Management
- Human Resources
- Emergency Response
- Account/Contract Management
- Billing
- Day-to-Day Operations Support/ Management
- Client Communication
- Employee Management
- Reporting



Chart of Organization & Communication

Santa Fe Building Maintenance will support its staff providing services for the City of Huntington Park, via the following guide of communication



Following the above guide of communication flow chart, Santa Fe Building Maintenance will provide cell-phone numbers of project supervisor(s) and contract administrator(s), to the City of Huntington Park assigned representative.



Santa Fe
BUILDING
MAINTENANCE

The company field communication will be conducted as follows:

1. Santa Fe's project supervisor and/or office personnel will contact Lead Personnel in person or via cell-phone when face to face interaction is not possible.
2. Lead Personnel will pass on orders to rest of field personnel and report to Project Supervisor.

(Note: For emergency purposes all employees must provide a home-phone or cell-phone number where themselves or a family member can be reached while on or out of work site.)

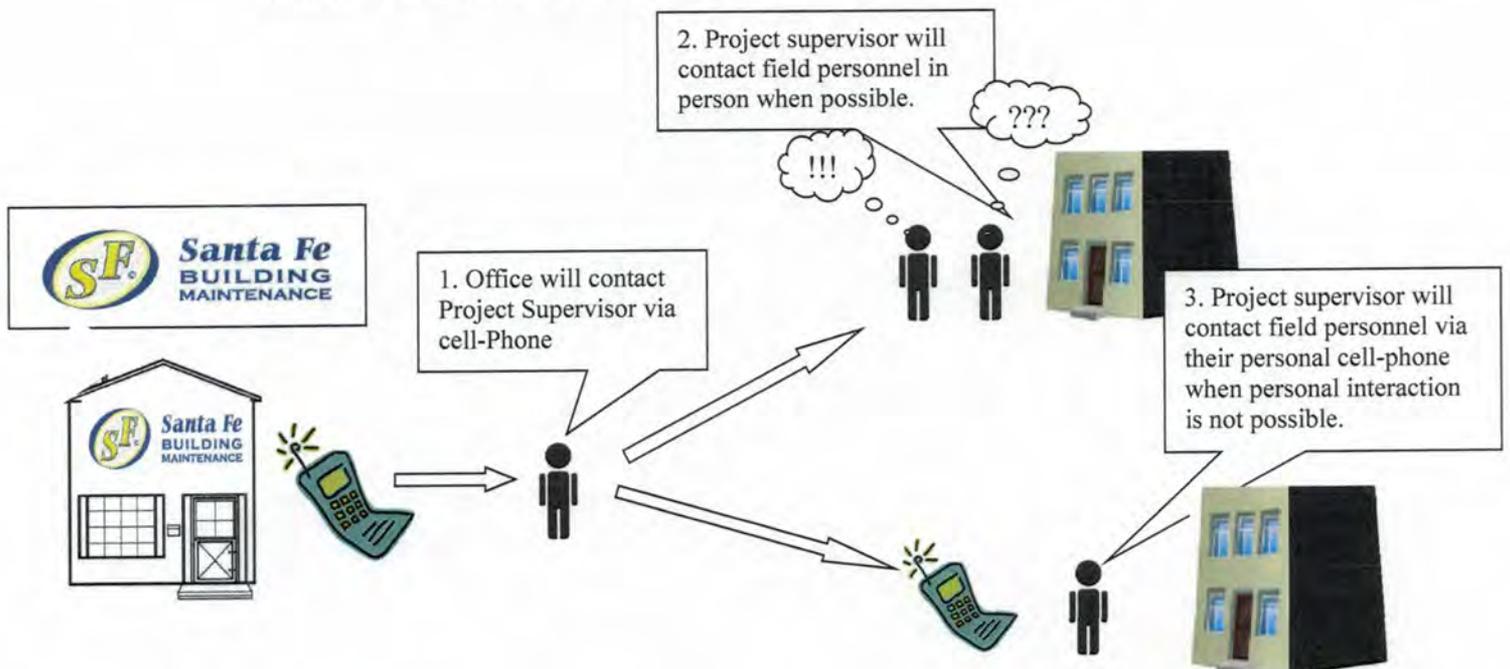
To ensure that a proper line of communication is kept with all critical field employees, Santa Fe Building Maintenance provides company cell-phones to all Supervisors, Management personnel and Day-Porters.

The company field communication will be conducted as follows:

1. Santa Fe's Office will contact Project supervisor via company provided cell-phone.
2. Project supervisor will contact field personnel (Day-porter/Nigh Cleaning Personnel) in person where possible.

and/or

3. Project supervisor will contact field personnel via their personal cell-phone when personal interaction is not possible.





Santa Fe BUILDING MAINTENANCE

Effective communication is one of the most important factors contributing to the success of a project. Cell Phones & Smart Phones are used by Santa Fe Building Maintenance as the main system to communicate between onsite cleaning crews, shift leads and management, the office email, telephone and fax numbers are also made available to the field staff in order for them to communicate with management, although face to face interaction between management and field crews is always encouraged. This mode of communication will also be made available to the City of Huntington Park. Cell phone numbers and emails to the Account Supervisor and Contract Administrator will be made available to the City Designated Representative once contract is awarded. The following steps will help ensure that constant and effective communication is accomplished with the City of Huntington Park.

Meetings

Santa Fes' account Supervisor will meet with the City Designated Representative upon request or upon a schedule already set and mutually agreed to. Meetings are often the most effective way to effectively communicate with customers as well as to distribute information to project staff.



Ongoing Service- (telephone calls, email, voicemail)

Occasionally our main office staff may call the City Designated Representative to check and ensure service satisfaction. Our client satisfaction is important in continuing to provide a great experience and good customer service.

Company Reports

Reports will be used to analyze the performance of services being provided and the performance of employees. These reports will allow Santa Fe to collect important data such as quality of work, supply inventory and employee performance. The Reports would allow Santa Fe to improve the services being provided, employee performance and supply purchasing.

Contact Us

Lastly, if the City Designated Representative ever have issues with the cleaning service or senses a problem, our Main Office staff will be available to discuss his concerns and issues as well as to provide him/her with a solution. Note: Our company website www.santafebldmaint.com is also available for anyone who would like to contact Santa Fe Building Maintenance with regards to any matter.



Assigned Personnel and Work Experience

Management Team			
Name	Professional Experience	Project Assignment	Assignment Description
Guadalupe Medina	37 years of experience on the janitorial field.	Company Owner	Responsible for managing the day-to-day operations of the company. Will work with the Contract Administrator to manage contract maintaining Santa Fe's Policies and standards.
Irineo Nuno	30 years of experience on the janitorial field.	General Manager/ Project Administrator	Responsible for the oversight and management of the contract and management of the cleaning program. It will be his responsibility to ensure that all parts of the contract are being followed and fulfilled and that all activities detailed in the Scope of Work are completed as per the contract. Will work with lead janitor/personnel and Supervisors to manage the cleaning program.

Supervision			
Name	Professional Experience	Project Assignment	Assignment Description
Hugo Barrientos	3 Years providing services for the City.	Working Supervisor	Responsible for managing the day-to-day operations of the cleaning program, maintaining Santa Fe's quality and safety standards through the direct supervision of cleaning technicians.

General Cleaning Personnel			
Name	Professional Experience	Project Assignment	Assignment Description
Rolando Gutierrez	3 Years providing services for the City.	Cleaning Personnel No. 1	Responsible for executing the tasks described on cleaning program, providing all required Daily & Weekly cleaning services to achieve goals of maintaining a clean facility.
Edgar Barrientos	3 Years providing services for the City.	Cleaning Personnel No. 2	
Elmer Gutierrez	3 Years providing services for the City.	Cleaning Personnel No. 3	
Rolando Gutierrez	3 Years providing services for the City.	Cleaning Personnel No. 4	
Carlos Chuvac	3 Years providing services for the City.	Cleaning Personnel No. 5	



Santa Fe
BUILDING
MAINTENANCE

If one or more persons of the current staff decides not to continue working at the City, the company would promote existing part-time employees to fill the vacant positions. Santa Fe's aim is to have all its employees working full time.

RECRUITMENT FOR OPEN POSITIONS

Santa Fe Building Maintenance is an Equal Opportunity and Affirmative Action Employer, no person applying for work with Santa Fe is ever turned down due to race, religion, gender, national origin, or physical disabilities. Our recruiting of new personnel works year around with our website. Santa Fe is always receiving applications of persons willing to work. Such applications are kept on file and are available when the need for new employees is required to fill positions.



Santa Fe
BUILDING
MAINTENANCE

**Guadalupe
Medina**

◆ *Company
Owner*

Resume

Guadalupe Medina is the current owner of Santa Fe Building Maintenance; a company that has been providing janitorial services to Southern California for over 37 years. With 35 years of experience on the janitorial field, Mrs. Medina has been able to lead her company into a thriving, quality maintenance service provider.

SKILLS & ABILITIES

Before Santa Fe Building Maintenance, Mrs. Medina was a proven supervisor and account manager in the janitorial field. With her leadership, management, innovation and entrepreneurial leadership have prospered and flourished with the company.

- Proven ability to Manage and Supervise
- Effective communicator and coordinator in multi-department settings.
- Well versed in the management subjects as well as the technical aspects of janitorial services.
- Extensive experience in Customer Service and Account Management.
- Skilled in Company Operations, Staff and Product management
- Ability to train, motivate and educate employees.

PROFESSIONAL EXPERIENCE

Ed Building Maintenance: 1980 - 1998

35 years ago, Mrs. Medina started her career in the cleaning industry with Ed Building Maintenance. Her first position was as a general cleaner where she learned all the skills that pertain to the janitorial field. Working her way thru the company chain of command, Guadalupe was promoted to Supervisor with in a couple of years and was placed in charge of supervising night cleaning personnel.

Diamond Contract Services: 1998 - 2012

Employed has Site-Supervisor and Project Manager of all cleaning operations at the South Coast Air Quality Management District (AQMD).

Santa Fe Building Maintenance: 2001 – Present Date

Obtained ownership of Santa Fe Building Maintenance. Continued to work as a project manager while managing and growing her own company.

Through her experience obtained over years of working on the janitorial field, Guadalupe has learned all aspects of the industry and the level of service, quality and cost management customers expect from a cleaning company.



Santa Fe
BUILDING
MAINTENANCE

Irineo
Nuno

◆ *General*
Manager

Resume

Irineo Nuno has been with Santa Fe Building Maintenance for (9) Nine years. Currently Mr. Nuno is the General Manager of Santa Fe Building Maintenance. His experience on the janitorial field goes back for more than 30 years. He, along with Gilbert, will be overseeing the daily operations of the project. The following are the qualifications that make him suitable for this project

SKILLS & ABILITIES

More recently, Irineo has been certified and tested by Environmental Outsource Inc. on Bloodborne Pathogens, Asbestos Hazard Awareness, and on the Injury & Illness Prevention Program. *(Copy of certificates available upon request)*

- Proven ability to Manage and Supervise
- Window, Floor and Carpet cleaning expert
- Extensive experience in Customer Service, Account Management, Training, and Cleaning Services.
- Skilled in Company Operations, Staff and Product management
- Ability to train, motivate and educate employees

PROFESSIONAL EXPERIENCE

Advanced Building Maintenance:

20 years ago, Mr. Nuno started his career in the cleaning industry with Advanced Building Maintenance. His first position was as a general cleaner where he learned all the skills that pertain to the janitorial field. Working his way thru the company chain of command, Irineo was promoted to District Supervisor within a year and was placed in charge of supervising 70 employees and 40 janitorial accounts.

Santa Fe Building Maintenance:

Currently Mr. Nuno is the General Manager of the company. His hands-on attitude of personally supervising all current accounts with the company has made our supervision and quality control programs one of the best. Although his job does not include doing work on the field, customers would usually see him helping his staff finish a job or supervising a request or trouble call personally, ensuring that the job is done correctly.

Although Irineo has worked for one company other than Santa Fe, Mr. Nuno has the on-the-job experience that other supervisors might not have. Through his experience obtained over years working on the janitorial field, he has learned all aspects of the industry and the level of quality customers expect from a cleaning company. In addition to the know-how that Irineo possesses, his on-the-job experience along with Gilbert's management experience would make a success of this project.



Company at Glance

Name: Santa Fe Building Maintenance

Address: 15644 Palomino Dr.
Chino Hills, CA 91709

Telephone: (909) 606-2756 / 1 (877) 782-323 Toll Free

Fax: (909) 606-6469

Website: www.santafebldmaint.com

Legal Status Sole Proprietor

Inception year: 1978

Year in Business 40

Firm Size 60 Employees

Certifications Certified Small Business by the State of
California Department of General Services

Services: Professional Cleaning Services

Office Hours 9:00am to 5:00pm

Service Hours Services run 24 hours 7 Days a week

Service Areas:

- San Bernardino County
- Orange County
- Riverside County
- Los Angeles County
- Ventura County
- San Diego County



Client Sectors:

- Government Facilities
- Commercial Buildings
- Private Facilities
- Industrial Facilities
- Transportation
- Industrial & Manufacturing
- Entertainment
- Banking & Financial Services



Building Types:

Offices, Libraries, City Halls, Factories, Schools, Churches, Shopping Centers, Court Buildings, Warehouses, Transport, Public & Private Government Facilities, along with other types.

General Services:

- **Cleaning Service**
 - **Floor Maintenance Services**
 - **Window Cleaning Services**
 - **Carpet Cleaning Services**
 - **Blind Cleaning Services**
 - **Carpet Steam Cleaning Services**
-

Special Service:

Pressure Washing Service
Solar Panel Cleaning
24-hour Emergency Janitorial Services

Headquartered in the City of Chino Hills, Santa Fe Building Maintenance has been conducting its business of providing professional custodial services for over 37 years. It is at this location in which customer service, sales, marketing and administrative efforts are conducted, as well as the enforcement and administration of all contractual performances. Currently Santa Fe Building Maintenance is registered with the State of California Department of General Services as a Small Business in addition to being a minority woman owned business.

Founded in 1978, Santa Fe has been serving Southern California for the past three decades. Armed with years of experience, we have developed a clear understanding of the specific requirements and objectives of quality custodial services. Santa Fe Building Maintenance is a full-service building maintenance company. We specialize in daily custodial services, carpet & floor cleaning services, window washing, upholstery cleaning, pressure washing, stone floor cleaning, and parking lot cleaning services primarily for government contracts. Our service standards are kept high with our unique personal training of each employee and our dedication to service our clients' needs.

Santa Fe's mission is to add value to the organizations we serve. This commitment is exemplified by our intensive employee-training curriculum that emphasizes Total Customer Satisfaction. Our training programs ensure that all employees develop a proactive attitude, role and work emphasis focused on customer satisfaction. In addition, Santa Fe is dedicated in developing and utilizing the most up to date cleaning procedures along with the newest technological equipment, as well as automating many manual procedures in order to improve each of its' employee's productivity in cleaning.



Santa Fe
BUILDING
MAINTENANCE

Company Profile

Santa Fe Building Maintenance is a small, independently women owned business, which provides professional cleaning services to various privately-owned companies and government facilities. Since its establishment in 1978 Santa Fe Building Maintenance has been a choice provider of quality services for government and private companies throughout Southern California for almost half a century.



With its strong connection to Southern California, Santa Fe currently services The Santa Ana Police Department for which has been providing services since 2015, and other prominent clients such as City of Vernon, South Coast Air Quality Management District, Orange County Libraries, County of San Bernardino 268 Building among others. *(Please refer to the "Reference" section of this package for more information)*

Santa Fe Building Maintenance currently employs more than 75 dedicated full-time staff, professional supervisors and maintenance personnel, who can meet our client's every demand and quality standards. Under the current management, innovation and entrepreneurial leadership have allowed the company to grow into a thriving, quality maintenance service provider. Our strengths include, flexibility and adaptability of our services, the strong work ethic requested of our employees, our in-depth management and administrative support for field personnel and the honesty and integrity of all company staff. With these strengths we have created a trained loyal workforce with the skills to provide quality service that is consistent and dependable.

Santa Fe currently services and provides professional custodial services to more than 2 million square feet of government facilities and of private commercial office space daily. Santa Fe prides itself in that it has never been debarred from a contract and that no contract has ever been canceled due to the lack of quality of its services.

The company management staffs, with over 80 plus years of combined experience in the janitorial and maintenance field, help design the techniques, procedures and approach of all work plans. They implement their experience along with a previously written plan of approach and procedures to enhance and ensure that all facets of a current project are successfully completed on a timely manner.

While there are currently several companies that provide janitorial services, Santa Fe distinguishes from the others on the professionalism and experience that Santa Fe requires from all its' field employees, office staff, and supervisors. Being a small business, we put greater care an emphasis on the quality of our work and the supervision of our employees. What differentiates Santa Fe from the competition is our commitment to provide more than just "a service" to our clients.

Santa Fe Building Maintenance has the financial capability and is currently in good financial standing, as there are no pending mergers, no bankruptcy, no pending litigations, and no office closures. We have a history of working effectively with counties and government facilities and are a trusted provider of high quality janitorial services. Santa Fe complies with all federal, state and city, labor laws that may pertain to our kind of work. We fully understand the goal that the City of Huntington Park has set for this project and are fully aware of the specifications. We understand that not all projects are the same, therefore, here at Santa Fe, we are fully committed and determine to do the best of our abilities to continue making this project another success.



Santa Fe BUILDING MAINTENANCE

References

With three decades in the custodial industry, Santa Fe Building Maintenance has the experience of working with city, county, and government facilities. Our current customer base provides us with the operational experience and know-how necessary to properly provide all services described on Attachment 2 (Job Maintenance Specifications) of the proposal documents. Santa Fe is aware of what the City of Huntington Park expects from a service provider and our goal is to meet and exceed those expectations. Our quality service has enabled us to be very trusted in the government and commercial contract sector, we have the references to prove it. Below is a list of projects that Santa Fe currently provides custodial services to:

San Bernardino County Hall Of Records



Hall of Records
222 West Hospitality Lane
San Bernardino, CA 92415-0022
108,000 SqFt
Term: 4/01/2016 to 3/31/2019

Contact Person:
Ms. Phyllis Facio
(909) 841-5992
E-mail: pfacio@fm.sbcounty.gov

Contract Administrator: Irineo Nuno

Details:

Santa Fe Building Maintenance currently provides daily janitorial services to the San Bernardino County Hall of Records facilities that compose approximately 108,000 square feet. Facilities include:

- Conference Rooms
- Staff Cubicles
- Record Processing Rooms
- Staff Offices
- Public Areas
- Record Storage Rooms

The services that Santa Fe provides include:

- Day-Porter Service
- Restroom (Private and Public)
- Staff Lunch Room Cleaning
- Carpet Maintenance (Carpet Shampoo, Steam Clean, Extraction)
- Tile & Hard Floor Maintenance (Stripping & Waxing, Polish & Buffing)
- Window Cleaning
- Pressure Washing
- Exterior Cleaning



Santa Fe
BUILDING
MAINTENANCE

San Bernardino County 268 Building



San Bernardino County 268 Building

268 West Hospitality Lane
San Bernardino, CA 92408

103,561 SqFt

Term: 4/01/2016 to 3/31/2019

Contact Person:

Ms. Phyllis Facio

(909) 841-5992

E-mail: pfacio@fm.sbcounty.gov

Contract Administrator: Irineo Nuno

Details:

Santa Fe Building Maintenance currently provides daily janitorial services to the San Bernardino County 268 Building facilities that compose approximately 103,561 square feet. Facilities include:

- Conference Rooms
- Staff Cubicles
- Archive Storage Rooms
- Staff Offices
- Public Areas
- Patio Areas

The services that Santa Fe provides include:

- Day-Porter Service
- Restroom (Private and Public)
- Staff Lunch Room Cleaning
- Carpet Maintenance (Carpet Shampoo, Steam Clean, Extraction)
- Tile & Hard Floor Maintenance (Stripping & Waxing, Polish & Buffing)
- Window Cleaning
- Pressure Washing
- Exterior Cleaning



Santa Fe
BUILDING
MAINTENANCE

City of Jurupa Valley



City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

20,000 SqFt

Contract Term: 10/31/2016 to 9/01/2018
\$ 33,466.68 per year

Contact Person:

Mr. Mike Waltz

(951) 332-6464 Ext. 231

E-mail: Mwaltz@jurupavalley.org

Contract Administrator: Guadalupe Medina

Details:

Santa Fe Building Maintenance provides daily janitorial services to the City of Jurupa Valley facilities that compose approximately 20,00 square feet. The current cleaning staff working at the facility is 1 employee working on the evening. Facilities include:

- City Hall Offices
- Restrooms
- City Council Chambers
- Meeting Rooms
- Public Areas
-

The services that Santa Fe provides include:

- Office Cleaning
- Restroom Cleaning
- Kitchen Cleaning
- Carpet Spot Cleaning Maintenance
- Window Cleaning
- Open and Close Council Chambers for Public Meetings
- Emergency Janitorial Services



Santa Fe
BUILDING
MAINTENANCE

City Contract Acceptance of Conditions

Santa Fe Building Maintenance acknowledges that we have read and understand the subject CITY'S STANDARD CONTRACT SERVICES AGREEMENT-ATTACHMENT 3 and all its attachments. We further acknowledge that, by submission of a proposal in response to the subject RFP, Santa Fe accepts all the terms and conditions set forth in the CITY'S STANDARD CONTRACT SERVICES AGREEMENT-ATTACHMENT 3 and its attachments.



Santa Fe
BUILDING
MAINTENANCE

City Insurance Acceptance of Conditions

Santa Fe Building Maintenance acknowledges that we have read and understand the subject CITY'S STANDARD INSURANCE REQUIREMENTS-ATTACHMENT 3 and all its attachments. We further acknowledge that, by submission of a proposal in response to the subject RFP, Santa Fe accepts all the terms and conditions set forth in the CITY'S STANDARD INSURANCE REQUIREMENTS-ATTACHMENT 3 and its attachments.



Policy Number:

Date Entered: 1/8/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/ 6/2018

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

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

PRODUCER VICTORIA INSURANCE AGENCY Chris D. Victoria 1740 West Katella Ave #E Orange, CA, 92867	CONTACT NAME: CHRIS VICTORIA PHONE (A/C, No, Ext): (714) 744-4500 E-MAIL ADDRESS: Jesse.cvictoria@farmersagency.com	FAX (A/C, No): (714) 744-2500
	INSURER(S) AFFORDING COVERAGE	
INSURED SANTA FE BUILDING MAINTENANCE GUADALUPE MEDINA 15644 PALOMINO DRIVE CHINO HILLS, CA 91709-5510	INSURER A: TRUCK INSURANCE EXCHANGE	NAIC # 21709
	INSURER B: MID-CENTURY INSURANCE COMPANY	NAIC # 21687
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			60366-65-69	03/29/2018	03/29/2019	EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 75,000 MED EXP (Any one person) § 5,000 PERSONAL & ADQ INJURY § 1,000,000 GENERAL AGGREGATE § 2,000,000 PRODUCTS - COMP/OP AGG § 1,000,000 §
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS (NON-OWNED AUTOS ONLY) <input type="checkbox"/> HIRED AUTOS ONLY			60486-94-07	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) § 1,000,000 BODILY INJURY (Per person) § BODILY INJURY (Per accident) § PROPERTY DAMAGE (Per accident) § §
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION § 10,000			60499-63-93	03/29/2018	03/29/2019	EACH OCCURRENCE § 2,000,000 AGGREGATE § §
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	B0931-60-44	12/15/2017	12/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT § 2,000,000 E.L. DISEASE - EA EMPLOYEE § 2,000,000 E.L. DISEASE - POLICY LIMIT § 2,000,000
A	EMPLOYEE DISHONESTY			60366-65-69	03/29/2018	03/29/2019	§ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF HUNTINGTON PARK 6550 MILES AVENUE HUNTINGTON PARK, CA 90255	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CHRIS VICTORIA
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Printed on: 8/24/2017 11:44:19 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 34837

Legal Business Name:

SANTA FE BUILDING MAINTENANCE

Doing Business As (DBA) Name 1:

SANTA FE BUILDING MAINTENANCE

Doing Business As (DBA) Name 2:

Address:

15644 PALOMINO DR
CHINO HILLS
CA 91709

Email Address:

lrineo@santafebldmaint.com

Business Web Page:

<http://www.santafebldmaint.com>

Business Phone Number:

909/606-2756

Business Fax Number:

909/606-6469

Business Types:

Service

Certification Type	Status	From	To
SB(Micro)	Approved	08/24/2017	08/31/2019

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at CaleProcure.CA.GOV

Questions?

Email: OSDSHELP@DGS.CA.GOV

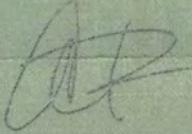
Call OSDS Main Number: 916-375-4940

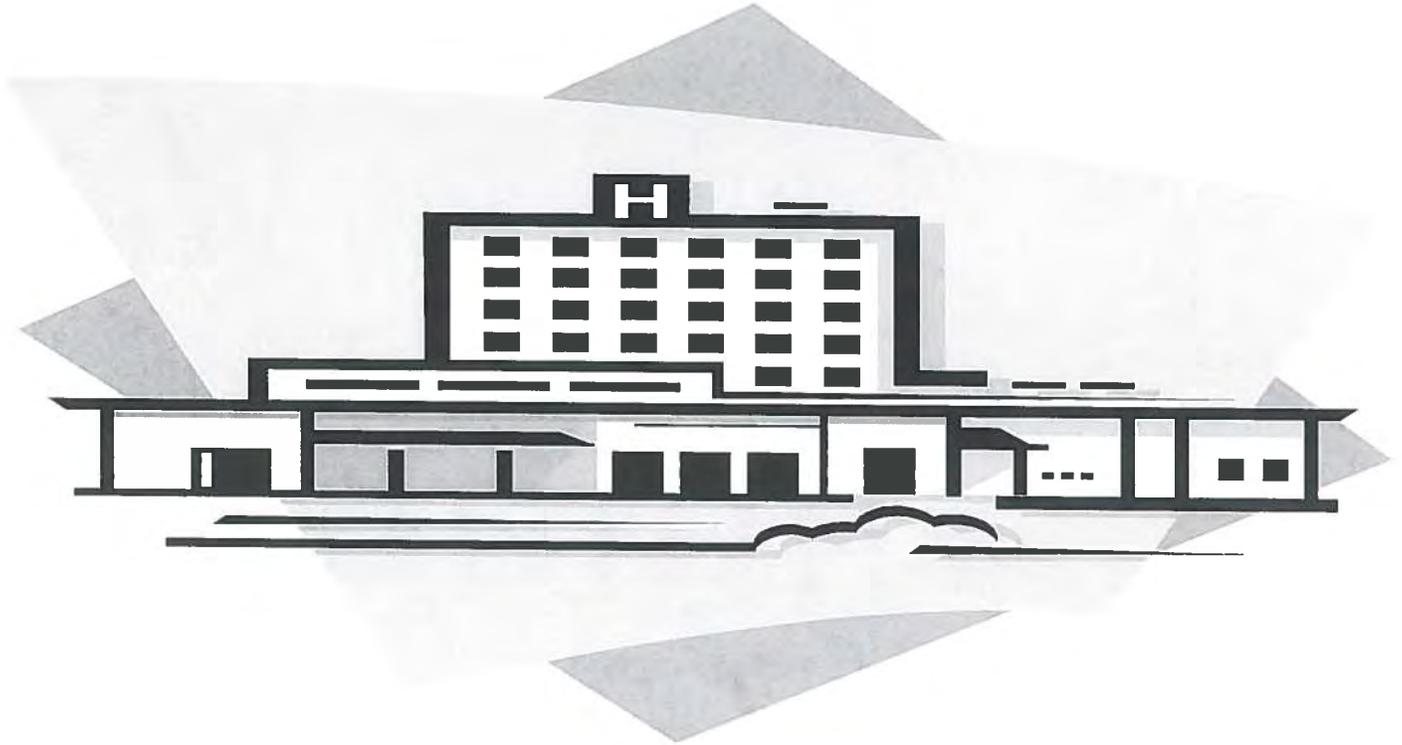
707 3rd Street, 1-400, West Sacramento, CA 95605

City of Huntington Park
 City Hall
 6550 Miles Ave.
 Huntington Park CA 90255-1519
 (323) 584-6232

Business License /Permit NO 18-00025652
DISPLAY IN A PROMINENT PLACE

This License Issued Subject to the conditions Listed on the Reverse side hereof		State License Number
LICENSE NOT TRANSFERABLE		BOFE NO
Type of Business	JANITORIAL SERVICE PROVIDER	Business License Number 18-00025652
Business Location		Account Number 0020689
Business Name	SANTA FE BUILDING MAINTENANCE	License Stamp / Tag
Owner Name		License Valid From
Mailing Address	GUADALUPE MEDINA 15644 PALOMINO DR CHINO HILLS CA 91709	License Expires November 30, 2018
		Date Issued January 18, 2018

By  _____



Proposal & Service Agreement for Janitorial Services At:

City of Huntington Beach
Daniel Hernandez, Director of Public Works
6550 Miles Ave
Huntington Beach, CA 90255

Submittal Date:
September 6, 2018 2:00pm



City of Huntington Beach
Daniel Hernandez, Director of Public Works
6550 Miles Ave
Huntington Beach, CA 90255

United Maintenance Systems would like to thank you for giving us the opportunity to introduce our company and the variety of different services we currently offer. Since 1993, United Maintenance Systems has strived to offer excellent cleaning services at unbeatable prices.

What sets our company apart from all the others is that our business is family owned and operated. Our owner has been in the janitorial business for over 24 years and has personal experiences in the field.

We will not take your account and "hand it away" to someone else and forget about it. We strive on maintaining close, personal relationships with all our clients from the start to end of a contract. Our cell phone lines are open 24-7 and you can feel free to give us a call for anything you may need.

We currently work with a variety of different large companies and we also service many high-maintenance government facilities such as the ***City of Pomona, City of West Covina, City of Cypress, City of Temple City and CalState University of Los Angeles.*** Therefore, we can assuredly accommodate all your cleaning needs. Please take your time, check out all of our references and give us an opportunity to service your facility.

Our offered price is valid for 90 days. If you have any questions or concerns regarding our company or this proposal, please don't hesitate to call me at (213) 739-1405. I thank you once again for sharing your time and hope that we can do business together in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jae Kim", is written in a cursive style.

Jae Kim
United Maintenance Systems
3807 Wilshire Blvd. #800
Los Angeles, CA 90010
T (213) 739-1405
F (213) 739-1407
C (213) 494-7470
Email: jkim@umsla.com



Table of Contents

Company Profile	4
Scope of Work	5
Organization Chart	7
Key Personnel and Resume	8
Reference	9
Cost Sheet	10



Company Profile

Name: United Maintenance Systems

Locations: 3807 Wilshire Blvd. #800
Los Angeles, CA 90010

Telephone Number: (213) 739-1405 - lines are open 24-7!

Fax Number: (213) 739-1407

Contact Person: Jae Kim / Manager
Cell Phone: (213) 494-7470

Office Hours: Mondays-Fridays; 8:00am-5:00pm

UMS, Inc.
DBA: United Maintenance Systems
Incorporated by the State of California in 1993

President and CFO: Myung Ja Lee
Secretary: Ho Lee

Dun and Bradstreet Number: 809366438



Quality Control Plan

The Quality control program is an essential part of the cleaning service. All supervision and inspections are overseen and strictly enforced on a day-to-day basis by our management. We maintain incentive programs which motivate all our supervisory personnel to strive for excellence. Each supervisor oversees a limited number of accounts. This helps to maintain a high supervisor to worker ratio, which in turn, helps to alleviate most problems and lead to a cleaner building. You will find that all our supervisory personnel are dedicated employees with a strong desire to provide consistent, high quality cleaning.

Supervision

Upon award of a contract, an on-site supervisor is assigned to the building to coordinate operations. His or her responsibility includes hands-on training of new employees, daily inspections, filling out a quality check list, and general supervision. The supervisor ensures that all workers follow company regulations, instructions, and maintain their areas of responsibilities at the optimum level.

Inspection

Daily inspections are performed by the supervisor. He or she randomly selects one or two areas each night, and thoroughly inspects, grading the work on a quality check list which is turned in to the Operations Manager the next day for review. Any deficiencies found are promptly corrected, and the corrective measures taken are noted on a written report.

A complete monthly inspection is performed by the Area Manager. At the end of each month, our Area Manager goes through each floor, and randomly selects an office, restroom, kitchen, etc. for detailed inspection. Daily, weekly, monthly, semi-annual and annual assignments are checked, such as floor buffing, stripping and replenishing, carpet cleaning, high dusting, and window cleaning.

Periodically, the Operations Manager visits the work site during the day, for an inspection and overall survey of the work. At this time, an overall assessment is made, and any deficiencies or problem areas are discussed with the property manager as well as the tenants, to ensure total comprehension and thus success in satisfying the customer's needs and wants.

For all other emergency situations and requests, there is a 24-hour customer service hotline at UMS that provides access to supervisors and managers and immediate responses.



Safety Procedures

United Maintenance Systems has a medical and health authorities to suggest our crews become familiar with the safety procedures and emergence procedures, first aid. We believe that accidents can be avoidable, if not preventable. Our employees were taught from the first day of job to observe all the safety regulations and to follow instruction from co-workers. Although the law places the primary responsibility for Occupational Health and Safety on the employer, certain responsibilities are also placed on the employees to adhere to the policies and procedures set forth by the California Administrative code.

Our employees are prohibited from removing, displacing, damaging, destroying or tempering with safeguards. Also devices, notices, warning signs or any method or process adopted for employee protection is prohibited.

Safety Training

A new trainee will go through one-day safety training. The topic will cover:

1. How to read Safety Chart.
2. How to lift an object safely.
3. How to use stepladder safely.
4. How to use cleaning chemical safely.

Also a new trainee will go through first aid training. The topic will cover:

1. How to call for help-911.
2. What to say.
3. What to do during bleeding, minor cut.
4. What to do during chemical or minor burn.
5. What to do during earthquake.

United Maintenance Systems' emphasis to our new and current crews to call 911 if there is an emergency or crises situations. Our supervisors carry first aid kit in their car. Also our management staffs can be reached 24 hours and 365 days at **(213) 739-1405**.



Organizational Chart

Jae Kim – Manager

A key personnel for the contract. Has ability to make decisions in regards to the contract. Deals with customer directly. Available for site walks of the facility if item is not cured in a timely manner.



Eddie Mazariego – Site Supervisor
Handles all custodians. Is in direct charge of placing custodians and training them to make sure they are up to date on company standards.



Lead Custodians –
Lead person in the work crew. This person is in charge of reporting to the site supervisor.



Custodian – professionally trained to perform all required tasks up to the standard .



Personnel

Jaekim

- Objective** To provide Operational skills necessary to achieve maximum correspondence between the client and the company
- Experience** 2004 - Current United Maintenance Systems Los Angeles, Manager
- Oversees a team of eight Operations Managers
 - Possesses a license issued by the Carpet Cleaning Technical Institute
 - Efficiently handles all complaints from clients
 - Checks up on the Operations Managers to make sure that complaints are handled in a timely manner
 - Certified by the Cleaning Institute of America as a CCT (Carpet Cleaning Technician)

Eduardo Mazariego

- Objective** To ensure that all custodians follow the basic janitorial principles.
- Experience** 2002 - Current United Maintenance Systems Los Angeles, Operations Manager
- Directly handles all employees of a contract.
 - Handles all complaints from the Regional Manager, and is on-site to make sure that the complaints get handled.
 - Possesses the power to hire, fire, or transfer employees with the consent of the Regional Manager or Contract Manager
 - Is present at meetings with the client, to ensure that all complaints are handled.



References

1. City of Cypress - 5275 Orange Ave., Cypress, CA 90630
\$144,000.00, Larry Campos (562) 553-2355
2. City of West Covina - 825 S Sunset Ave., West Covina, CA 91790
\$243,600.00 Micah Martin (626) 939-8458
3. Calstate LA - 5151 State University Dr. Los Angeles, CA 90032
\$ 260,400.00, Kirby Williams (323) 791-6875
4. City of Pomona - 505 S Garey Ave., City of Pomona, CA 91769
\$97,980.00, Matt Sampson (909) 620-2398
5. City of Temple City - 9701 Las Tuna Dr., Temple City, CA 91780
\$71,400.00, Steve Lawson (626) 285-2171



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 18, 2018

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR DESIGN, CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION, LABOR COMPLIANCE AND GEOTECHNICAL TESTING /FIELD OBSERVATION OF THE ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize Transtech Engineers, to proceed with these items at a not to exceed fee of \$90,000; or
2. Authorize Infrastructure Engineers under the currently approved Augmentation Contract, to proceed with these at an estimated fee of \$111,141 to \$137,803 depending on construction costs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 17, 2018, staff presented recommendations to award either Transtech Engineers or Infrastructure Engineers (IE) to provide services for design, construction management/construction, labor compliance, and geotechnical testing/field observation. City Council directed staff to issue a Request for Proposal (RFP) for the services mentioned above. An RFP was published on August 9, 2018, and closed on September 6, 2018. No proposals were received. As a result, staff's recommendation is to award the services to Transtech in a not to exceed amount of \$90,00. If approved, IE will provide technical oversight and value engineering as requested by staff per their existing approved agreement.

If City Council wishes to go in a different direction, the same services provided by Transtech can be performed by IE at an amount ranging from \$111,141 to \$137,803.

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR DESIGN, CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION, LABOR COMPLIANCE AND GEOTECHNICAL TESTING /FIELD OBSERVATION OF THE ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT

September, 18 2018

Page 2 of 2

FISCAL IMPACT/FINANCING

At the moment, there is no impact to the general fund. The preliminary cost estimates are within the settlement amount.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Public Works Director

ATTACHMENT(S)

- A. Transtech Draft Proposal
- B. Infrastructure Engineers Request for Service

ATTACHMENT "A"



July 5, 2018

CITY OF HUNTINGTON PARK
Public Works Department
6900 Bissell Street
Huntington Park, CA 90255
Attention: Mr. Daniel Hernandez, Director of Public Works

**Subject: Zoe Avenue Trench and Pavement Repair
Design; Bidding Assistance; Construction Management and Inspection; Materials
Testing and Inspection Services**

Dear Mr. Hernandez:

In response to City's request, Transtech is pleased to submit this letter proposal to provide Design; Bidding Assistance; Construction Management and Inspection; Materials Testing and Inspection Services for Zoe Avenue Trench and Pavement Repair Project.

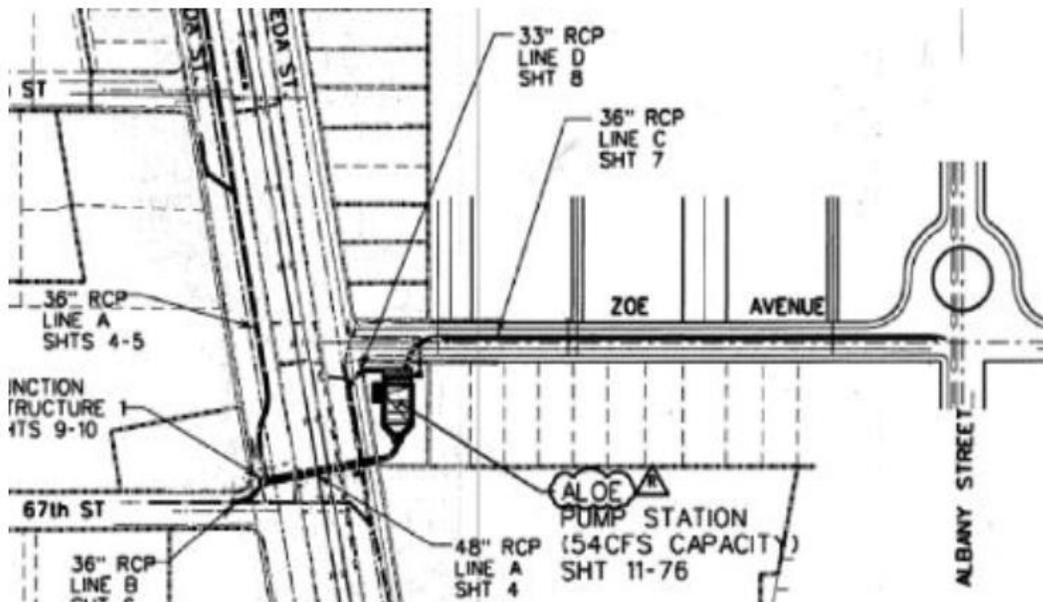
BRIEF COMPANY BACKGROUND:

Established in 1989, Transtech (a California Corporation) is a multi-disciplinary engineering consulting firm, which provides municipal engineering services. Transtech is currently providing similar contract services to approximately 25 agencies, and has extensive experience working in a mixed staff/consultant environment for approximately 30 years. Our key staff members serve as Building Official, Deputy Building Official, Plan Checker, Inspector, City Engineer, City Traffic Engineer, Public Works Permit Inspector, and CIP Engineer and Manager for a number of agencies, and have an excellent understanding of public agency issues, procedures, and policies. Transtech's comprehensive service capabilities include:

- Building and Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Municipal Engineering Services, City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- Labor Compliance
- Civil Engineering, Freeways and Interchanges, Local Streets and Roads, Sewerage, Water and Storm Drain, Pavement Management System, Grading Studies
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Engineering
- Emergency and Disaster Response, Support and Recovery Services

PROJECT:

The project involves repair of failed trench and pavement along Zoe Avenue from the pump station located adjacent and on the east side of East Alameda Street to Albany Street on the west (See map below showing project limits).



According to information provided by the City, in early 2000, Los Angeles County constructed a pump station and discharge line along the above mentioned limits along Zoe Avenue. The discharge line is a 36" diameter reinforced concrete pipe. The bottom invert is approximately 10' to 12' below existing pavement. The thickness of backfill placed from the top of the pipe to finished surface is approximately 7' to 8'. After the construction, the pavement within the trench limits has encountered some settlement. The total length is approximately 800 feet. City has settled with the County for the remediation of the trench failure. Based on the settlement agreement, the City may employ, in its discretion, any method or approach that meets applicable and customary investigation, evaluation, construction standards, practices and norms as required.

SCOPE OF SERVICES:

Design Phase:

- Conduct field review and surveys. Field reviews will include engineering and geotechnical reviews. Since the existing C&G elevations will remain the same, it is assumed a topographic survey or cross section survey will not be necessary. Existing manholes and utility covers/boxes within the impacted repair limits will be identified during field reviews and will be shown on the plans. Since a geotechnical report is already prepared.
- Prepare plans. Plans will be prepared using google aerial imagery as background. Existing improvements will be depicted on the Google Aerial imagery. Proposed improvements and details will be shown on the aerial imagery. Traffic control plans will not be prepared, but, it will be described in the specifications, with reference to MUTCD and WATCH Manual. Contractor will be required to submit a traffic control plan for review.)
- Prepare specifications. City will provide a Word file of the current standard spec format, including Standard Contract, which will be inserted into the bid specifications.
- Prepare cost estimates. Cost estimates will be prepared in the form of bid schedule.
- Prepare and send Utility Notices.
- Prepare bid package ready for bidding.

Bid Advertisement and Contract Award Phase:

- Assist the City in bid advertisement.
- if necessary, conduct a pre-bid meeting.
- Respond to questions received from bidders, and issue any Addenda.
- After bid opening, perform bid analysis, and establish lowest responsible bidder for contract award.
- Assist the City in contract execution.

Construction Phase:

- Provide management and inspection staff, including materials testing and inspection (materials testing, and inspection services will be performed by geo-technical sub-consultant, Geo-Advantec.)
- Conduct pre-construction meeting with the contractor, City, and other involved parties
- Monitor construction schedule.
- Review/distribute submittals to appropriate parties.
- Conduct construction progress meeting with the contractor.
- Preparation and distribution of meeting minutes.
- Prepare and distributing notices, and respond to complaints and assist in resolving problems as necessary.
- Review and respond to Requests for Information.
- Review and respond to submittals and shop drawings.
- Review contractor change order requests, and prepare necessary documentation for submittal and approval by the City.

- Review contractor pay requests and prepare necessary documentation for submittal and approval by the City.
- Review Contractor’s selected certified payroll submittals for compliance with applicable prevailing wage rates. Since this project is not federally funded, there is no specific Labor Compliance paper work. On local funded projects, the standard requirement is that the contractor uploads its certified payroll records to DIR’s web site. However, we will conduct review of selected certified payroll.
- Conduct project walk-through and prepare punch list.
- Maintain project files and documentation.
- Assist the City the close out of the project.
- Provide to City project close out file.

ESTIMATED FEE:

Following is our estimated fee for the above services:

Design Phase:	\$20,000
Bid Advertisement and Contract Award Phase:	\$5,000
Construction Phase:	\$30,000
Project Management and Administration:	<u>\$12,500</u>
Subtotal Base Cost:	<u>\$67,500</u>
Plus additional cost for Materials Testing and Inspection (subconsultant):	<u>\$22,500</u>
Total:	<u>\$90,000</u>

PROJECT STAFF:

Following is a brief summary of key project staff qualifications (Full resumes are provided in Attachment 1.):

- **Ali Cayir, PE, Sr. Engineer/Contract Principal:** Mr. Cayir has approximately 30 years of experience in design and management of public works projects.
- **Dave Ragland, PE, LS, QSD, QSP, Sr. Engineer/ Design Manager:** Mr. Ragland is a civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects in civil engineering.
- **Joseph De Peralta, PE, QSD, Sr. Engineer/Project Design Engineer:** Mr. Peralta has over 30 years of experience in the design of civil engineering projects. He has designed various engineering projects for various Cities, including projects in Huntington Park.
- **Al Pagani, Sr. Construction Manager:** Mr. Pagani’s career spans 35 years in a supervisory capacity in Southern California involving all aspects of construction on various types of

projects.. He has managed a number of public works projects for various Cities, including projects in Huntington Park.

- **Jeffrey Hirsh, Sr. Construction Inspector:** Mr. Hirsh has approximately 30 years of experience in general engineering/public works and building construction projects. As PW Inspector, he inspected numerous public works projects, including, street rehab and improvements, sewer, drainage, grading, etc. He has inspected projects in Huntington Park.
- **Okan Demirci, EIT, Project Manager/Project Controls:** Mr. Demirci has approximately 9 years of experience. He has managed a number of public works projects for various Cities, including projects in Huntington Park.
- **Geo-Advantec, Inc.; www.geoadvantec.com; Soils/Geotechnical, Materials Testing/Inspection Support:** Geo-Advantec, Inc. offers comprehensive services in various areas from site feasibility evaluation through project completion for a wide range of projects.

Thank you for the opportunity to submit this proposal.

Should you have any questions, or require additional information, please feel free to contact us.

Sincerely,



Ali Cayir, PE, Principal

E: ali.cayir@transtech.org

C: 714-883-8677

O: 909-595-8599

www.transtech.org

Appendix - Resumes

ALI CAYIR, PE, Sr. Engineer/Contract Principal

Mr. Cayir has over 30 years of experience in engineering. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects. He served as Principal Project Manager for the design, construction and management of a variety of projects, including:

- Public Works and Infrastructure Improvements
- Educational and University Campuses
- Institutional
- Commercial and Retail
- Transportation and Parking Facilities
- Residential and Master Community Development

EDUCATION

- BS Engineering
- MBA
- Project/Construction Management, UC Irvine

REGISTRATION

- Registered Civil Engineer
- Licensed Gen Contractor A
- Licensed Gen Contractor B

HIGHLIGHTS

- 30 years of experience in City Engineering.
- Served as contract City Engineer and City Traffic Engineer for many Cities.
- City of Alhambra-Contract City Engineer/City Traffic Engineer.
- City of Hanford-Former City Traffic Engineer.
- City of La Habra Heights-Former City and Traffic Engineer
- City of Pomona-Former Interim City Engineer.
- City of Commerce-Assistant Public Services/City PW Engineer.
- Extensive experience in

Mr. Cayir served as contract City Engineer, Traffic Engineer and Interim Public Works Director for many municipalities in Southern California. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Municipal Engineering Assignments (past and present)

- City of Alhambra-Contract City Engineer/City Traffic Engineer
- City of Temple City-Contract City Engineer/City Traffic Engineer
- City of Commerce-Interim City Engineer/City Traffic Engineer/PW Director
- City of Hanford-City Traffic Engineer
- City of La Habra Heights-City Engineer/City Traffic Engineer
- City of Pomona-Interim City Engineer
- City of Commerce, Interim W Director/City Engineer/Traffic Engineer
- City of Bellflower, Deputy City Engineer
- City of Cudahy, CIP Manager
- City of San Bernardino, CIP Manager
- City of Huntington Park, City Engineer

Construction Management Experience

Mr. Cayir has served as CM, PM, RE for numerous construction projects. He has extensive experience in Federally Funded Projects. Mr. Cayir also served as contract City Engineer for many municipalities. Some of the significant projects where Mr. Cayir served as CM/PM/RE/Project Principal include:

- Washington Boulevard Widening and Reconstruction Project (Federally Funded), City of Commerce (\$30m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. The project includes widening and reconstruction of 2.7 miles of Roadway (including approx. 3,500 tons rubberized AC overlay). The project is federally funded and being managed in compliance with Caltrans Local Assistance Procedures Manual.

- grant programs. Secured over \$20m in funding for during last 2 cycles of MTA Call for Projects Applications.
- Extensive experience in working with Caltrans, County of Los Angeles and other regional agencies and Utility Companies.
 - Extensive experience in NPDES requirements.
 - Extensive experience in the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
 - Served as Resident Engineer on several Federally Funded Projects.
 - Rosemead Boulevard Improvements Project, City of Tempe City (Federally Funded) (\$20m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. The project included widening and reconstruction of 2 miles of roadway (including approx. 6,000 tons rubberized AC overlay). The project was federally funded and managed in compliance with Caltrans Local Assistance Procedures Manual.
 - Cactus Avenue and Nason Street Improvements and 135' Span Bridge Project, City of Moreno Valley (\$21m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. The funding included State Local Partnership Program (SLPP) grant and was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.
 - Rte 71/Mission Bl Grade Separation Project (Federally Funded) City of Pomona (\$40m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Caltrans was the oversight/jurisdictional Agency.
 - Bogert Trail Bridge Widening Project (Federally Funded), City of Palm Springs (\$5m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. The project is federally funded and being managed in compliance with Caltrans Local Assistance Procedures Manual.
 - Eastern Avenue Street Rehab Project, City of Commerce (\$1.5m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. Funded by Measure AA Funds. Project is being inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved Full Depth Reclaimed Pavement Rehabilitation.
 - 2016 Street Rehab Project, City of Commerce (\$4m). Transtech provided Design and CM, Inspection Services.
 - SR25, BTA and Pavement Rehabilitation Projects (State Funded), City of Temple City (\$2m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved pavement rehabilitation (rubberized AC overlay), curb and gutter, sidewalk, traffic signals, utilities, and other misc. improvements.
 - 710 Freeway Interim Improvements and Fremont Widening Project (Federally Funded), City of Alhambra (\$15m). Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit.
 - Via Duct Boulevard/2nd St Realignment and Metrolink Parking Facility, City of San Bernardino (\$6m). Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.
 - New Avenue, from North to South City Limit Rehabilitation and ADA Improvements Project (Federally Funded), City of Alhambra (\$2m).

Zoe Avenue Trench and Pavement Repair

Design; Bidding Assistance; Construction Management and Inspection; Materials Testing and Inspection Services



Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.

- Garfield Rehabilitation and ADA Improvements Project (Federally Funded), Alhambra (\$2m). Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.
- Main Street Rehabilitation, from West to East City Limit Project, City of Alhambra (\$3m). Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.
- CSUSB (Cal State SB University) San Bernardino Main Access Road: Prepared PS&E and provided construction administration for the project. Cost \$5m.
- City of Commerce, Rosewood Community Center. Transtech was retained by the City to take over the management of this multimillion dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City to start the move-in process, and 2 months after, the facility was opened to public use. Currently, Transtech is assisting the City in claims analysis and change order resolution. Construction Cost: \$15m.
- City of Alhambra Downtown Revitalization Program: Involved 11 projects, including Renaissance Plaza (multi-plex theater, public plaza with fountain and unique art features, restaurants, retail, 800 space parking structure), Fremont Plaza (modifications/reconstruction of existing buildings for lease by ToysRUs and Party City, construction of a new 30,000 SF store for PetSmart, and various other retail buildings) and Downtown Revitalization (modification/upgrade of existing buildings for Starbucks, 4 Restaurants and various retail businesses). (Cost: \$80m).
- City of Alhambra 4 parking structures: Transtech served as turn-key project manager, including management of design, construction, building plan check and inspection, federal funds, labor compliance for 4 parking structure projects. Chapel: 4 stories, 300 space structure; First Street: 4 stories, 276 space structure; Garfield: 5 stories, 800 space structure. Cost \$15m; North First Street Mosaic: 5 stories, 320 space structure, Cost \$6m.

Civil Engineering Experience

- I-710 Freeway Interim Improvements and Fremont Widening and Reconstruction: Transtech provided Turn-key Services, including Program Management, Construction Management, Design, Surveying, Right-of-Way Engineering, and Environmental. The project included major roadway improvements, removal/demolition of various buildings for additional right-of-way and reconstruction of buildings behind new right-of-way, traffic signals, infrastructure, utilities, pavement, drainage, water, sewer, landscape, street lighting, traffic signal, pavement improvements. Project was funded by Federal Funds, and was managed

and inspected in compliance with Caltrans Local Assistance Procedures Manual. (Cost \$15m).

- University Park Development/San Bernardino: The project included 2 miles of new roadway, sewer, water, utility and extensive hill side grading for a master planned residential and commercial development on 130-acre site across from the San Bernardino State University. Cost \$40m.
- City of Torrance, Crenshaw Reconstruction, Skypark Improvements, 190th/Crenshaw Widening: Design, construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Project was funded by Federal Funds, and was managed and inspected in compliance with Caltrans Local Assistance Procedures Manual. Cost: \$5 m.
- Valley Boulevard Widening and Reconstruction project which is funded by State and Federal funds and required complete project and environmental report, including Right-of-Way, Relocation, SHPO, NEPA, SEQA, Noise, Parking, Economic, Hazardous Materials technical studies, and processed through Caltrans and FHWA. Construction cost (\$6m).
- Carlsbad to San Diego Rail Trail Project Report, which is funded by State and Federal funds and required complete project and environmental report, including Right-of-Way, Relocation, SHPO, NEPA, SEQA, Noise, Parking, Economic, Hazardous Materials technical studies, and processed through Caltrans and FHWA.
- City of Commerce's Tubeway and Yates Avenue Rehabilitation Project. The projects involved roadway rehabilitation and reconstruction. Transtech also provided construction management services for the project. Cost: \$300,000.
- City of San El Monte Annual Street Rehabilitation Program, 98, 99, 00, 01. The projects involved roadway rehabilitation and reconstruction, storm drain, water and sewer design on various streets. Cost: \$3,000,000.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Improvement Project encompassing 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Cost \$5,000,000.
- City of Alhambra Annual Street Rehabilitation Program, 94 through 01. The projects involved roadway rehabilitation and reconstruction, storm drain, water and sewer design on various streets. Transtech also provided construction management services for the project. Project Cost: \$3,000,000. Project Principal for design of City of San Clemente's annual street rehabilitation program. The project involved roadway rehabilitation and reconstruction, storm drain, water and sewer design on various streets. Cost \$1,000,000.
- Reconstruction and rehabilitation of Crenshaw Boulevard and Skypark Avenue (two separate projects) in the City of Torrance. Cost \$3,000,000.
- Valley Boulevard street medians, striping, landscape, and irrigation improvements, Alhambra, Cost \$600,000.

Zoe Avenue Trench and Pavement Repair

Design; Bidding Assistance; Construction Management and Inspection; Materials Testing and Inspection Services



Traffic Engineering Experience

- Design and management of a variety of traffic and transportation engineering projects, including traffic signals (more than 1000 locations), traffic signal interconnect system, street lighting, traffic control, signing and striping design; signal timing and coordination studies; traffic signal management studies; traffic safety projects (OTS) including traffic control device inventories and speed surveys; traffic impact and parking studies for more than 100 projects; and feasibility studies for traffic control measures, freeway access, bikeways and street improvements. Mr. Cayir has also served as consultant Traffic Engineer for various agencies in Southern California.
- Project Manager/Engineer for the preparation of ramp metering, count station, traffic signal, highway lighting, sign lighting, construction signing, pavement delineation, communication, and other traffic related plans for several state highways and freeway improvement projects involving Caltrans Districts 7, 8 and 12.
- Project Manager for the preparation of traffic signal modifications and installation, interconnect and radio corrected time base system installation plans and estimates in conjunction with traffic signal synchronization projects for various arterials in Los Angeles County including Garvey Avenue, El Segundo Boulevard, Crenshaw Boulevard, Slauson Avenue, Rosecrans Avenue, Arrow Highway and Huntington Drive/Alosta Avenue/Foothill Boulevard. Signal modification improvements included equipment upgrades, signal phasing upgrades and installation of radio correct time base units (WWV) for signal coordination as well as physical intersection improvements.
- Project Manager for the preparation of signal timing and coordination plans for multiple locations on major arterials in Los Angeles County including Main Street, Garvey Avenue, Crenshaw Boulevard and Slauson Avenue utilizing state-of-the-art computer software.
- Project Traffic Engineer for the proposed Materials Recovery Facility in the City of Industry. This project involved the preparation of a comprehensive area wide traffic impact study to identify the potential impacts associated with development of a proposed Materials Recovery Facility (MRF) in the City of Industry. The study area encompassed 32 intersections and several freeways such as SR 60 and SR 57. The study also included an evaluation of cumulative impacts associated with 22 planned projects located within the sphere of influence of the study area. In addition, separate analyses were conducted to determine the potential impacts of developing the MRF at alternative sites.

DAVID RAGLAND, PE, PLS, QSD, QSP, Sr. Engineer/Design Manager

Mr. Ragland is a civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction. Following is a partial listing of his diversified experience:

EDUCATION

- Humboldt State University, CA, Bachelor of Science

REGISTRATION

- Registered Civil Engineer
- Licensed Land Surveyor

HIGHLIGHTS

- Civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects.
- Managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects.
- In the past 10 years, at Transtech, has been working as Engineering Manager and providing engineering services to various Cities.
- Served as Principal Project Manager for the design, construction and management of a variety of projects, including:

General Civil Engineering Projects:

- A number of projects in Los Angeles County, San Bernardino County and San Diego County, including roadway, drainage, water, sewer improvements.
- Parkway Business Centre: Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District.
- Campus Parkway Roadway: Design of a new roadway for a length of approximately 2 miles, and included street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- CalState University Main Access Road: Design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- Cannon Roadway and Sewer: Design of approximately 2 miles of roadway and 36 inch sewer pipe and pump station. Lopez Canyon Roadway and Sewer: Design and construction of over 5 miles of roadway sewer ranging up to 36 inches in diameter.
- Sorrento Valley Boulevard: Design and construction of 4 miles of roadway.

Drainage and Sewer Projects:

- Northpark Boulevard Sewer Extension: Half mile gravity sewer main extension for University Park Subdivision in the City of San Bernardino. Project required special structural designs and encroachment permitting for crossing 100' aqueduct right-of-way.
- University Park Storm Drain Design: Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel for 4500 cfs.
- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan (Devore area in San Bernardino) Drainage, Sewer and Water Master Plan: Approximately 500 acre area for future 1,100 unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, and utilities) needs and assessment

- Major infrastructure projects for public agencies (Freeway Interchanges, Roadways, Water, Storm Drain and Sewer Facilities and Master Plans).
 - Commercial and Retail Development.
 - Master Planned Communities.
 - Residential Development.
 - Educational/University Infrastructure Master Plan Studies and Development.
 - Extensive experience in working with Caltrans and County of Los Angeles.
 - Extensive experience in NPDES requirements.
 - Extensive experience in the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
 - Estimated valuation of projects that Mr. Ragland has been involved is approximately \$1,000,000,000.
- and cost analysis for this future development.
- San Elijo Ranch Drainage, Sewer and Water Master Plan, San Marcos: 2,000 acre / 3500 unit master planned community. The project included literally miles of storm drain, sewer and water lines, sedimentation areas, pump stations, booster stations, water reservoirs and force mains. Cannon Road Trunk Sewer and Pump Station - Design of 8-12 inch gravity sewer, 6 and 8 inch force main, pump station and wet well. City of Carlsbad
 - Penasquitos Canyon Trunk Sewer: PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego
 - Ranch Santa Fe Road: Relocation and rehabilitation of 1.5 miles of sewer main. City of San Marcos
 - Arrowhead Springs Drainage, Sewer and Water Master Plan: 4,000-acre site at the foothills of San Bernardino Mountains, and includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
 - Otay River hydrology study and dam breach analysis: 22,000 acre Otay Ranch project in Chula Vista. Flows up to 33,000 cfs were studied for the Otay River.

Water Projects:

- City of San Diego, Green Valley Water line design and construction. 5000 feet, 30" Reinforced concrete water line and pressure reducing station and details for connection to a 60-inch San Diego County Water Authority Pipeline.
- City of San Diego, Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter.
- City of San Diego, Design and construction of Mercy Road pressure booster.
- City of San Bernardino, Design of 3500 feet of 20 to 36 inch ductile iron water transmission main for the development of University Park.
- City of San Bernardino, Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution.
- City of San Bernardino, Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- City of San Marcos Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter.
- Design of 30-inch CMLC steel water transmission main and pressure reducing stations. Included structural designs for hanging the waterline on a bridge.

Master Plans:

- San Elijo Hills Specific Plan. Provided planning, engineering, surveying services for the design and development of the 2,000 acre 3,500 dwelling unit Specific Plan and Master Tentative Map.
- Shandin Hills Specific Plan. Provided planning engineering services for the preparation of the Specific Plan and Tentative Map. The project is a

- proposed 240 acre 1049 dwelling unit community.
- Arrowhead Springs Specific Plan (including annexation into the City): 4,000-acre site, which includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
 - Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan Drainage, Sewer and Water Master Plan: Approximately 500 acre area for future 1,100 unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, and utilities) needs and assessment and cost analysis for this future development.
 - University Development Master Plan: Approximately 200 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and student housing, educational and training facilities and offices for Cal State SB University.

JOSEPH DE PERALTA, PE, QSD, Sr. Engineer/Project Design Engineer**EDUCATION**

- BS in Engineering

REGISTRATION

- Registered Civil Engineer
- Qualified SWPPP Developer

HIGHLIGHTS

- Experience includes working for Local Cities
- Managed and designed a variety of Public Works Projects.
- Managed CIP Projects and consultants at various cities.
- Experience in the management and administration of federally funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
- Experience in the application of CAD systems including AUTOCAD, LAND DEVELOPMENT DESKTOP CIVIL, and other engineering application programs

Mr. Peralta has approximately 30 years of experience. His experience includes working as contract/consultant City Engineer, Plan Checker, Design Engineer for various Cities. He managed multi-discipline of wide variety of projects from the initial conception, planning, budgeting, scheduling, preliminary engineering to final engineering and completion of construction. His experience includes dealing, coordinating and navigating thru the permitting processes with municipal, county and state level and other governmental agencies, architects and consultant, utility companies, and regional entities, including Caltrans, Water Quality Board, AQMD, US Corps of Engineers, Department of Fish and Game, Union Pacific Railroad and others.

His civil engineering experiences includes various tasks that are associated but not limited to the following:

- Street & rehabilitation improvements
- Site improvements
- Storm Drainage
- Sewer & Water
- Utility planning & construction
- Mass & precise grading
- Hydrology & Hydraulic Analysis & Report
- Street Marking, Signing & Striping
- Street Lighting
- Erosion Control Plans
- Hydrology & Hydraulic Report
- Storm Water Plans/NPDES Compliance
- Tentative tract/parcel Maps
- Retaining wall engineering
- Public Work Contract Documents & Specifications
- Public Work Plan check
- Construction phasing & Traffic Control
- Legal documentation & review
- Quantity take off & Cost Estimating
- City Plan Checker
- In house QC Plan Checker
- Coordination & Processing
- Supervise Construction
- Construction Documentation & Bidding
- Prepare & review Request for Proposal

He has taken seminars and training on Qualified SWPPP Developer, Practitioner, hydrology, and hydraulic.

He is computer proficient and experienced with various engineering design software applications, including AutoCAD, Land Development, Civil3d, WSPG storm water hydrology and hydraulic software, Autoturn.

Mr. De Peralta worked as contract municipal engineer under different consultants. He was directly involved with the day to day management, agency coordination, and delivery of capital projects. He has a broad and diverse experience in the design and management of public works projects in highway design, drainage and stormwater design, water distribution, sewer design, residential and commercial site development, right of way acquisition, pavement design and pavement management. In addition, he has had extensive experience with the approval process and contract administration of for federal and state funded project implementing the Caltrans Local Assistance Procedures Manual (LAPM).

Some of significant projects he has worked on include:

- Montebello Blvd. Street Widening Conceptual Plans
- Westmoreland Blvd. Street Improvement
- Vail Ave. Street Improvement
- Via Luneto Sewer and Street Improvements
- JFK Professional Office – Tentative Parcel Map & Plot Plan
- Arcadia Water, Corona – Water line relocation and upgrade
- Nova Homes, Corona – 63 Acres Mass Grading & Drainage \$10M
- City of Irvine – Alton Parkway Left Turn Lane to Civic Center \$1M
- City of La Mirada Area A & B Street and Handicap Ramp Rehabilitation, \$5M
- City of Newport Beach – Ocean Blvd and Marguerite Ave PCC Pavement and Handicap Ramps Reconstruction, \$5M
- City of Diamond Bar Street Rehabilitation, \$2M
- City of Industry 66KV Electric Power Substation Facility, \$15M
- City of Industry Metro Link Station, \$7M
- City of Industry Auto Mall Complex along Gale Avenue, City of Industry, \$7M
- Industry Hills Hillside Land Development & Handorf Road Extension and Realignment, \$6M
- Gale Avenue, Jellick Ave. and Auto Mall West Street Improvements, \$3M
- Gale Avenue Widening & Street Realignment, \$5M
- Waddingham Way (New Street), Ferrero Road and Old Ranch Road, \$3M
- Gale Avenue Widening, Green Drive Ext., Wal-mart Site Improvements, \$5M
- Azusa Avenue and Railroad St. Street Realignment and Widening, \$4M
- Parriot Place West (new street) Street and Off-site Improvements, \$3M
- Carport Solar at Industry Metrolink Station, \$11M
- Grand Avenue – Valley Blvd. Intersection Street Widening, \$8M
- Seventh Avenue UPRR Grade Separation, \$11M
- Plan check of the Industry Business Center Rough Grading Plans, \$10M
- Various existing City of Industry Streets Rehabilitation and Reconstruction improvements i.e. Temple Ave, Vineland Avenue,

Zoe Avenue Trench and Pavement Repair

Design; Bidding Assistance; Construction Management and Inspection; Materials Testing and Inspection Services



- Portion of Gale Avenue, Green Drive, Valley Blvd., Fairway Ave., Hacienda Blvd., California Avenue, Proctor Avenue, various Reclaimed and Domestic water lines
- Laguna Niguel Sport Center development, including storm drain engineering
 - McVicker Canyon Park, City of Lake Elsinore

AL PAGANI, Sr. Construction Manager

Mr. Pagani's career spans 35 years in a supervisory capacity in Southern California involving all aspects of construction on various types of projects..

Mr. Pagani has worked for Transtech for 10 years, and served as Sr. Construction Inspector and/or Construction Manager for a number of projects. Some of the significant projects are listed below:

- Washington Boulevard Widening and Reconstruction Project (Federally Funded), City of Commerce (\$30m). Currently providing CM/Resident Engineer, Inspector, Office Engineer Services. The project includes widening and reconstruction of 2.7 miles of Roadway (including approx. 3,500 tons rubberized AC overlay). The project is federally funded and being managed in compliance with Caltrans Local Assistance Procedures Manual.
- Eastern Avenue Street Rehab Project, City of Commerce. Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. Funded by Measure AA Funds. Project is being inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved Full Depth Reclaimed Pavement Rehabilitation.
- SR2S, BTA and Pavement Rehabilitation Projects (State Funded), City of Temple City. Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved pavement rehabilitation (rubberized AC overlay), curb and gutter, sidewalk, traffic signals, utilities, and other misc. improvements.
- 710 Freeway Interim Improvements and Fremont Widening Project (Federally Funded), City of Alhambra. Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.
- Rosecrans Roadway Widening, 405 Freeway Ramp Widening, (Federally Funded), City of Hawthorne. Transtech provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual.
- City Hall Addition, City of Commerce (\$6m). Transtech served as construction manager. The project involved construction of a new 20,000 SF addition to the City Hall and remodel of existing City Hall.
- Construction Manager/Sr. Inspector for San Bernardino, Santa Fe Historic Train Depot Renovation. Services included management of design architect, construction management and inspection. The project involved hazardous material abatement, building renovation, TI improvements, seismic and structural upgrade, new mechanical, electrical HVAC system and site improvements to renovate and reuse

EDUCATION

- BA
- MBA

CERTIFICATIONS

- DBIA
- USGBC
- LCI
- ACI
- AISC

HIGHLIGHTS

- 35 years of construction experience serving as job superintendent and construction manager.

- a 60,000 SF existing building. Transtech was awarded “Excellence in Transportation” award by Caltrans in 2005 for this project.
- University Park Development Project in the City of San Bernardino. Transtech served as construction manager. The project included grading, roadway, infrastructure, drainage, water, sewer, improvements related to a residential and commercial site development. Transtech also provided civil engineering design services for the project.
 - Construction Manager for City of Commerce, City Hall Addition and Library Modification. Transtech served as construction manager. The project involved construction of a new 20,000 SF addition to the City Hall and remodel of existing City Hall and modifications to existing Library as necessary.
 - Construction Manager for San Bernardino, Santa Fe Historic Train Depot Renovation. Services included management of design architect, construction management and inspection. The project involved hazardous material abatement, building renovation, TI improvements, seismic and structural upgrade, new mechanical, electrical HVAC system and site improvements to renovate and reuse a 60,000 SF existing building. Transtech was awarded “Excellence in Transportation” award by Caltrans in 2005 for this project.
 - Construction Manager for University Park Development Project in the City of San Bernardino. The project included grading, roadway, infrastructure, drainage, water, sewer, improvements related to a residential and commercial site development. Transtech also provided civil engineering design services for the project.
 - Construction Manager for Valley, I-710 Freeway Interim Improvements and Fremont Widening and Reconstruction in the City of Alhambra. Services included design, construction management, and inspection. The projects included grading, major roadway improvements, including removal/demolition of various buildings for additional right-of-way and reconstruction of buildings behind new right-of-way, infrastructure, utilities, pavement, drainage, water, sewer, landscape, street lighting, traffic signal, pavement improvements. Projects were funded by Federal Funds, and was managed and inspected in compliance with Caltrans Local Assistance Procedures Manual in compliance with Federal Funding Requirements. Coordinated with project participants, including Caltrans, County of Los Angeles, City of Alhambra and MTA.
 - Construction Manager for City of Hawthorne-Rosecrans roadway widening, 405 Freeway ramp widening. Transtech served as construction manager, including inspection, surveying, resident engineer, federal compliance, labor compliance.
 - Construction Manager for City of Alhambra First Street Parking Structure (4 story 276 spaces). Transtech served as turn-key program manager, including design, construction management, building plan check and inspection.

- Construction Manager for City of Alhambra 45,000 sf Public Library and 2 Level 200 car Underground Parking Garage. The project included extensive grading for 2 levels of underground garage, shoring, 2 story library, 2 levels of underground parking garage, utilities, street paving, sidewalk, and landscape. Transtech served as turn-key program manager, including design, construction management, building plan check and inspection.
- Construction Manager for City of Alhambra Utilities Department Customer Service Building. Transtech served as turn-key program manager, including design, construction management, building plan check and inspection.

Mr. Pagani's experience with other firms include:

As a contractor, AI also has significant experience in the construction of affordable housing and mixed use projects for non-profit corporations, for-profit developers, and public agencies. He constructed over 2,000 housing units including rental apartments, townhomes, condominiums, and transitional housing for families, seniors, and persons with special needs. He is very familiar with various funding sources for these projects, including State and Local Housing and Redevelopment Programs, Low Income Housing Tax Credits, Tax Exempt Bonds and Conventional Financing, Historic Tax Credits, and HUD Section 202 & Section 811 Programs. Some of recent projects completed by AI include:

- Bell Air Summit Apartments 30 Retrofit and renovate units of two-story apartments / town homes.
- San Pablo Senior Apartments 82 Unit Senior Apartment Building 1 story podium parking deck.
- Villa Santa Fe Apartments 81 affordable apartments complex comprised of 10 building with pool and playground amenities.
- Vinton Avenue Apartments 35-Unit four-story apartment complex over two levels of subterranean parking.
- Los Angeles Unified School District, Valley Region Elementary School No. 10 Project, 52,000-SF, 25 million dollar K-12 project. Winnetka, CA
- Los Angeles Unified School District, Valley Region Elementary School No. 12 Project, 50,000-SF, 28 million dollar K-12 project. North Hills, CA
- Los Angeles Unified School District, Central Region MacArthur Park Elementary School Addition, a 37,400-SF, 18 million dollar K-12 project. Los Angeles, CA
- Los Angeles Pierce College, Center for the Sciences, 100,000-SF, 43 million dollar classroom and laboratory project. Woodland Hills, CA
- Los Angeles City College, Martin Luther King Library. 40,000-SF, 25 million dollar library and classroom project. Los Angeles, CA
- Los Angeles City College, Science and Technology classroom, 48,000-SF, 24 million dollar classroom and laboratory project. Los Angeles, CA
- West Los Angeles Community College Math and Science Buildings,

60,000-SF, 40 million dollar classroom and laboratory project. Culver City, CA

- West Los Angeles Community College General Classrooms and Student Services Buildings, 100,000-SF, 43 million dollar project. Culver City, CA
- Los Angeles Mission College, Family and Consumer Studies Building, 73,000-SF, 39 million dollar culinary arts project. Sylmar, CA
- Garfield Renaissance Center. This multi-prime project involves 11 separate contracts to construct a 800 car 5 level parking structure, 150 car surface parking lot, a public plaza with fountain and unique art features, multi-plex theater, restaurant and retail buildings, and street improvements consisting of roadway widening, storm drain, sewer, water main, utilities (35 million).

JEFFREY HIRSH, Sr. Construction Inspector

Jeffrey Hirsh has approximately 30 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of foreman, site superintendent and project manager. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building) construction. He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements.

Mr. Hirsh also has experience in inspecting federally funded projects to ensure compliance with the Caltrans Local Assistance Procedures Manual. He also has extensive experience in communicating/working with the public/adjacent property owners, and being proactive in dealing with complaints and comments and minimizing project impacts.

HIGHLIGHTS

- 30 years of experience in general engineering/public works and building construction projects.
- Worked as PW inspector for a number of agencies under Transtech Contracts.
- Experience includes all types of PW improvements, local roads, pavement rehabilitations, water, sewer, storm drain, traffic signals, striping, grading, utilities.

His Experience Includes:

- During his employment with Transtech, he has inspected projects that included street, sidewalk, water, sewer, storm drain, park improvements.
- He also oversees traffic control and job site maintenance/NPDES/BMP measures on construction site.
- He was the on-site inspector for a major water main installation project in Commerce. Work was done during night time to avoid lane closures during day time on the major arterial where work was performed. The second phase of this project will involve extension of the new line thru Caltrans ROW (710 Freeway).
- He also was the lead inspector for the Lugo Park Artificial Turf Soccer Field and Park Project in the City of Cudahy, which included reclaimed water irrigation. The project was CDBG Federally Funded (\$1.6m)
- He also served as one of the Sr. PW Inspectors on 3 major projects as part of Transtech's CM Team in the City of Commerce, where Transtech serves as the City's CIP Manager.
- The current on-going construction projects being managed by Transtech in Commerce include:
 - Washington Bl Widening and Reconstruction Project (\$30m, Federally Funded)
 - City-Wide Annual Street Rehab Project (\$3.2m)
 - Slauson Avenue Tree and SW Replacement Project (\$1.5m)
 - Metrolink Station Improvements (\$0.5m)

Jeffrey's prior experience includes:*2013-214, PSBI Parking Structure Construction*

- Sr. Superintendent Construction of a 6-level parking structure for the City of Alhambra.
- All budgetary and supervisory site management responsibilities.

1995-2013, Harwood Homes, Inc.

- Vice President - Construction/Forward Planning Managed 35 Development Projects - SFR/Multi-Unit/Commercial
- Raw land development through onsite construction, including final and post occupancy. Supervised all aspects of planning, development and construction processes.
- Responsible for construction of 2000+ single family homes.
- Responsible for construction of 850+ attached units.
- Successfully developed and completed multiple commercial project sites including strip centers and a large, automated car wash facility.
- Supervised 20+ Construction Superintendents.
- Managed bidding processes, procedures and estimation, including managing 5 Purchasing Managers/Agents.
- 20+ year track record of job site safety controls with zero significant job site accidents, and zero Cal-OSHA violations.
- Compliance Management for all codes, conditions and ordinances.
- Implemented industry standard customer service system.
- Functioned as forward planning liaison to Civil Engineering Firms.
- Served on Project Evaluation/Selection Committee for 15 years.

1992-1995, Overland Company

- Site Superintendent – SFR Tract Home Development

1985-1992, Cambridge Development

- Customer Service Manager – Tract Home Development
- Site Superintendent/Assistant Superintendent

OKAN DEMIRCI, EIT, Project Manager/Project Controls



Mr. Demirci has approximately 9 years of experience. Mr. Demirci serves as Assistant Public Works Director and Assistant City Engineer at Transtech's Contract Cities and provides technical and management support.

Mr. Demirci completed Caltrans Resident Engineer Academy, very familiar with the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).

Mr. Demirci works as Project Manager on various projects (including federal and state funded projects) from project inception to closeout.

Examples of his project experience includes:

EDUCATION

- MBA, Brandeis University, Massachusetts
- BS, Engineering, Sabanci University, Turkey

HIGHLIGHTS

- Serves as CIP Program Manager and Assistant Public Works Director and Assistant City Engineer at Transtech's Contract Cities.
- Completed Caltrans Resident Engineer Academy, very familiar with the management and administration of federally funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).
- Strong knowledge of MS Project, Primavera, AutoCAD

- **City of Monterey Park, Assistant to the PW Director and CIP Program Coordinator:** Mr. Demirci serves as an assistant to the PW Director. As part of his responsibility, he coordinates Capital Improvement Projects (CIP) program at the City. Mr. Demirci prepares PS&E packages for various projects for Parks & Rec and Public Works Department. He also provides project management to various projects from project inception to project close out for the City. Highlighted projects are:
 - Parks & Rec Master Plan Development and Construction of Improvements at 13 parks (including picnic shelters, playgrounds, irrigation systems installations and ADA improvements). Cost \$1.5m
 - Citywide Parking Lot Reconstruction and Various City Facility Restoration/Maintenance (including Cascades Waterfall Restoration, City Pool Maintenance, Various other City facility maintenance). Cost \$2.5m
- **City of Temple City, Assistant City Engineer (Transtech serves as Contract City Engineer):** Mr. Demirci serves as Assistant City Engineer. His main responsibilities include managing City's CIP program. Mr. Demirci prepares PS&E packages for various City projects and manages CIP projects from project inception to project closeout. Highlighted projects are:
 - City's Annual Pavement Management Program: Mr. Demirci prepared and managed City's PMP since 2013. He coordinated in preparation of bid packages following recommendations from PMP and managed projects in PE and CE phases. Annual cost: \$1.5m
 - Pedestrian and Bike Safety Improvements on Temple City Blvd, El Monte and Various Locations Citywide (HSIP Federally Funded): Mr. Demirci worked as project manager in PE and CE phases of federally funded projects. These

projects were managed in compliance with applicable federal requirements. Cost: \$1.5m

- **City of Cudahy, Pedestrian Safety Improvements, (ATP):** Served as Project Manager for this \$1.0m project. Project includes construction of pedestrian safety improvements such as curb extensions, installation of traffic devices, signs, striping.
- **City of Cudahy, Lugo Park, Soccer Field Project (CDBG Federally Funded):** Served as Project Manager for this \$1.6m project includes construction of a regulation new soccer field with artificial turf on existing baseball field, DG walking path, landscaping, parking lot expansion, concrete plaza, lighting, drainage, bathroom and concession stand ADA improvements. The project is CDBG federally funded and being managed in compliance with applicable CDBG requirements.
- **City of Commerce, Slauson Avenue ADA Improvements and Tree Replacement Project:** Served as Project Manager for this \$1.2m ADA Improvements and tree replacement project.
- **City of Commerce, 2016 City-wide Street Rehabilitation Project:** Served as Project Manager for this \$4m street rehabilitation project.
- **City of Temple City, Council Chambers Renovation and ADA Improvements Project:** Served as Project manager for the preparation of the plans, specifications and cost estimates and bid package for the renovation and ADA improvements of the Council Chambers Building. The improvements included complete reconstruction/renovation of the Council Chambers with new seating, dais, carpet, lighting, AV system, and new ADA compliant bathrooms, new ADA compliant access to the building, new emergency generator and electrical work, re-design of building creating a space for Emergency Operations Center, asbestos removal, painting and other various improvements. Cost approximately \$0.5m.
- **City of Temple City, CDBG ADA Improvements Project:** Served as Assistant Project manager for the preparation of the plans, specifications and cost estimates and bid package as well as field reviews for ADA and sidewalk improvements at various locations thru out the City under CDBG funds. Cost approximately \$0.4m
- **Deputy Project Manager, Supporting/Backup Office Engineer for Rosemead Safety and Enhancement and ADA Improvements Project:** Served as one of the Office Engineers for the Rosemead Safety and Enhancement Project. The project included widening and reconstruction of 2 miles of Rosemead Boulevard, including new medians, bike lanes, signals, sidewalks, curb&gutter, street lighting, landscape, street scape. The project is federally funded and is managed in compliance with Caltrans Local Assistance Procedures Manual. Cost \$20m.



Geo-Advantec Inc.

Geotechnical Engineering, Earthquake Engineering, Engineering Geology



SHAWN ARIANNIA, Ph.D., P.E., G.E. PRINCIPAL GEOTECHNICAL ENGINEER

EDUCATION

- B.S., Civil Engineering (1982), University of Tehran
- M.S., Civil Engineering (1985), University of Tehran
- Ph.D., Geotechnical Engineering, University of California, Los Angeles (UCLA)

REGISTRATION

- Registered Geotechnical Engineer: California, #2824
- Professional Civil Engineer: California, #65642
- Past President, ASCE Inland Empire Geotechnical Committee

EXPERIENCE HIGHLIGHTS

- 32 years of experience in Civil Engineering and Geotechnical Engineering Projects for Public and Private Clients
- Served as the Geotechnical Engineer of Record and completed more than 200 geotechnical study for DSA projects in California, including schools and community colleges
- Saved Hundreds of Thousand Dollars for Clients by Providing High Quality yet economic alternate geotechnical engineering Solutions
- High Extent of familiarity with all the tasks involved in transportation projects
- Vast knowledge and experience in Geotechnical Seismic Rehabilitation Study and Site Specific Evaluations
- Extensive Experience in Pavement design, retrofit and management projects with various cities in Southern California
- Geotechnical engineering for various transportation, bridge, parking structures and commercial buildings

Dr. Ariannia has more than 32 years of experience in design, supervision and technical management for projects in the structural and geotechnical fields. He possesses extensive and responsible experience in design, supervision, and technical management of major projects in both structural and geotechnical fields. He has been involved in major projects such as transportation/transit, highway and railroad bridges, tunnels, power plants, cooling towers, silos, and medium to high-rise multi story structures. The breadth of his experience includes geotechnical analysis, field and laboratory test management, slope stability and liquefaction analysis, seismic hazard evaluation, pile and earth retaining structures design, design and implementation of soils and slope stabilization, repair and retrofit methods relevant to soils, foundation, and structural behavior for different types of structures. During last two decades, he has actively practiced geotechnical engineering and consulting in southern California and has been the Geotechnical Engineer of Record for numerous road, highway and transportation projects, educational projects, multi-story buildings and parking structures with deep excavations and multiple subterranean floors subject to buoyancy.

He served as the principal geotechnical engineer for various types of projects including:

- Transportation, Transit, Pavement Engineering, Bridges, and Parking Structures
- Aviation, Ports and Harbors
- Public works, Cities, and Municipalities
- Schools and Educational Facilities
- Hospitals and Medical Facilities

TRANSIT AND TRANSPORTATION EXPERIENCES

- Principal geotechnical engineer of Los Angeles County Metropolitan Transportation Authority (Metro) project, PA/ED for I-605/SR-60 interchange improvement, County of Los Angeles
- Principal geotechnical engineer of Los Angeles County Metropolitan Transportation Authority (Metro) project, PA/ED and PS&E phases for I-605/SR-91 to South Street, County of Los Angeles
- Principal geotechnical engineer of Los Angeles County Metropolitan Transportation Authority (Metro) project, Preliminary Geotechnical Engineering, Initial Site Assessment (ISA), and Phase II Environmental study for Lakewood and Alondra Intersections (Metro Hotspot Project), City of Bellflower
- Principal in charge of the geotechnical instrumentation and monitoring for Trunk Line South, Unit 4, Phase 2 for Los Angeles Department of Water and power (LADWP) and instrumentation of deep shafts of cut and cover
- Project Manager, geotechnical engineer, and supervisor of the field geotechnical monitoring and testing for the construction of a new railroad (Exposition Light Rail) for the County of Los Angeles, Metropolitan Transit Authority (MTA), from the City of Los Angeles

Geo-Advantec Inc.

Geotechnical Engineering, Earthquake Engineering, Engineering Geology

Angeles to Culver City

- Geotechnical Engineer and project manager of railroad widening at El Cajon Pass. He supervised the team of field geotechnical personnel providing testing and monitoring services during the railroad widening at El Cajon Pass
- Project manager and supervisor of the field geotechnical monitoring and testing team for Amtrak progressive maintenance facility construction.
- Principal Geotechnical engineer in charge of soils and foundation investigation for bridges within an about 100 miles, double-track Bafgh-Bandar Abbas railroad project in Iran
- Principal geotechnical engineer of City of Long Beach Geotechnical, Geologic, and Geohazard Study for Queen Mary Waterfront Development at Port of Long Beach, City of Long Beach
- Principal geotechnical engineer for Caltrans, Cenda Bridge (Br. No. 54-1308L) on I-15 Replacement Project
- Principal geotechnical engineer of Caltrans Schuyler Heim Bridge piers in Wilmington, CA Monitoring on Core sampling and logging for large diameter piles.
- Principal geotechnical engineer and reviewer of geotechnical constructability review project for the Port of Los Angeles developments including C Street/I-110 Freeway Access Ramp Improvements, Harry Bridges Boulevard Undercrossing, Bridge No. 53-30485 and retaining walls 318 and 320
- Principal geotechnical engineer/Pavement Consultant for Washington Boulevard rehabilitation project in the city of Commerce
- Principal geotechnical engineer for the pavement rehabilitation of Eastern Avenue in the city of Commerce
- Principal geotechnical engineer of citywide pavement study for the city of Pomona
- Principal geotechnical engineer for the city of Torrance transit park and ride regional terminal, Phase I, rough grading
- Principal geotechnical engineer of geotechnical field engineering and testing for the Los Angeles International Airport (LAX)
- Project manager and Geotechnical supervisor of the field testing and inspection as well as laboratory testing for Del Amo boulevard project of the city of Torrance
- Project manager and supervisor of the field testing and inspection as well as laboratory testing for pavement rehabilitation project of the city of La Mirada
- Geotechnical Engineer in charge of field monitoring and testing for capacity assessment and PDA/CAPWAP analysis review on piles for San Ysidro Border Station bridge, San Diego, CA
- Geotechnical engineer and supervisor of field soils monitoring and lab testing team for

Zoe Avenue Trench and Pavement Repair

Design; Bidding Assistance; Construction Management and Inspection; Materials Testing and Inspection Services

Geo-Advantec Inc.

Geotechnical Engineering, Earthquake Engineering, Engineering Geology

the widening of the Garden Grove Freeway (State Route 22)

- Principal geotechnical engineer for the West Los Angeles College new half-mile road, Second Access Road, connecting Jefferson Blvd. to Sophomore Drive.

Forensic Engineering/Peer Review

- Geotechnical Engineer for Port of Los Angeles: The Project involved performing a geotechnical constructability review on the developed documents for C Street/I-110 Freeway Access Ramp Improvements, Harry Bridges Boulevard Undercrossing, Bridge No. 53-3048S and retaining walls 318 and 320
- Forensic Engineering, Site Specific seismic evaluation and Expert Witness Services for 6-story Hume Apartment Building, Ontario, Canada
- Geotechnical Peer Review for the City of South Pasadena
- Geotechnical Peer Review for the City of Azusa
- Various geotechnical forensic projects within Southern California

ATTACHMENT "B"

REQUEST FOR SERVICES

City of Huntington Park

TO: Daniel Hernandez, Director of Public Works
DATE: July 12, 2018
FROM: Steve Forster, Senior Vice President
SUBJECT: **Zoe Avenue Trench Restoration Project**

Acct. No.: _____

Type of Project: Public Works Community Development Traffic Park and Rec.

Description of Request: The City of Huntington Park has received preliminary engineering reports that has indicated previous construction on Zoe Avenue for a distance of 730 linear feet has experienced a trench construction failure. The work shall consist of the preparation of plans, specifications, construction cost estimate, precise site survey, geotechnical investigation, construction management and construction inspection. Survey and geotechnical conditions will be determined in the field and only actual costs will be billed to the City. The work shall also include attendance at the pre-bid meeting, bid analysis, weekly project meetings and close out documents. Standard labor compliance is included in the construction management. This shall include collection of certified payroll and conformance with DIR standards.

Infrastructure Engineers' fee is based on the Construction Cost Estimates ranging from \$425,137 to \$665,035 is summarized in the table below:

TASK	DESCRIPTION	COST	COST
		\$425,137	\$665,035
1	Design (5%) Plan view of area only and specifications	\$21,256	\$33,251
2	Survey	\$18,000	\$18,000
3	Geotechnical (compaction testing and materials testing)	\$40,000	\$40,000
4	Construction Management and Inspection (7.5% & 7%)	\$31,885	\$46,552
TOTAL		\$111,141	\$137,803

This RFS is for design, survey, geotechnical, construction management and inspection phases of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____
Projected Date of Completion: 26 Weeks after approval of RFS
Project Manager: Farzad Dorrani, MS
Estimated Cost of Services: \$111,141 - \$137,803



Steve Forster, Senior Vice President

07/12/2018

Date

APPROVED TO PROCEED:

Ricardo Reyes, City Manager

Date



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

September 18, 2018

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:

ADOPTION OF FISCAL YEAR 2017-18 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt the Fiscal Year 2017-2018 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2018.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days following the end of the program year in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines. The purpose of the CAPER is to highlight the City's achievements during the fiscal year ending June 30, 2018 for:

1. Community Development Block Grant (CDBG) and
2. HOME Investment Partnership Act (HOME) Programs

The CAPER reports the City's progress in carrying out its strategic plan (Consolidated Plan) and its action plan (Annual Action Plan). The City is required to prepare a Consolidated Plan every five years prescribing the proposed use of CDBG, HOME, and other applicable federal program monies.

ADOPTION OF FISCAL YEAR 2017-18 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

September 18, 2018

Page 2 of 3

This is the City's third CAPER under the 2015/16-2019/20 Consolidated Plan. The Consolidated Plan identifies the City's overall vision and strategy for addressing housing and non-housing community development needs in Huntington Park, while the Annual Action Plan provides the short-term goals for the implementation of the Consolidated Plan's goals.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Notice of Public Hearing and Public Review was placed in the local paper on September 6, 2018. The Draft CAPER will be made available for public review from September 6, 2018 to September 25, 2018.

During FY 2017/18 specifically, the City had available the following federal resources:

The City of Huntington Park had approximately \$1,807,563 in CDBG monies available for FY 2017/18, composed of:

- \$1,228,240 Entitlement Funds
- \$569,323 Carry Forward Funds
- \$10,000 Program Income (Anticipated)

CDBG funds were allocated to several categories:

1. Commercial Rehabilitation
2. Minor Home Repair
3. Infrastructure Improvements
4. Public Services
5. Code Enforcement
6. Program Administration

The City of Huntington Park also had approximately \$1,551,305 million in HOME funding for FY 2017/18, composed of:

- \$454,925 Entitlement Funds
- \$1,051,307 Carry Forward Funds
- 45,073 Program Income (Anticipated)

HOME funds were allocated to several categories:

1. Residential Rehabilitation
2. Acquisitions/ Rehabilitation/New Construction

ADOPTION OF FISCAL YEAR 2017-18 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

September 18, 2018

Page 3 of 3

3. Program Administration

FY 2017-2018 Programs and Accomplishments

Programs	Accomplishments
Enhanced Code Enforcement	318 new cases
HP Afterschool	160 unduplicated youth
Graffiti Removal	61,235 persons in areas/ 106,583 sq. ft.
Salvation Army- Community Family Services	104 unduplicated persons
HP Library- Homework Center	130 unduplicated persons
HP Senior	265 unduplicated seniors
HP Youth Leadership	10 unduplicated youth
HP Business Assistance & Job Creation/Retention	5 job placements and 100 businesses
Minor Home Rehabilitation	6 housing units
Residential Rehabilitation	1 housing unit

CDBG Administration, HOME Administration and Fair Housing do not require accomplishment data since their activities fall under the administrative category.

CONCLUSION

It is recommended that after conducting the public hearing, the City Council accept the City's FY 2017/18 Consolidated Annual Performance and Evaluation Report, inclusive of public comments, and authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development (HUD) by the federal deadline of September 28, 2018.

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENTS

- A. Draft Fiscal Year 2017/18 Consolidated Annual Performance and Evaluation Report (CAPER)

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

DRAFT (CAPER)

July 1, 2017 – June 30, 2018

**CITY OF HUNTINGTON PARK
FEDERAL FUNDING & GRANTS DIVISION
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The table below illustrates the City's FY 2017/18 Annual Action Plan outcomes (based on defined units of measure) as it compares to the five-year Consolidated Plan aggregate (2015/16 – 2019/20)

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Planning for Housing and Community Development	Administration	CDBG: \$ / HOME: \$	Other	Other	0	0				
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Rental units constructed	Household Housing Unit	0	0				

Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	6	0	0.00%	3	0	0.00%
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	75	9	12.00%	17	9	52.94%
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	17	0	0.00%			
Preserve Existing Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	58310	61235	105.02%			
Preserve Existing Public Facilities	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		9629	0	0.00%
Provide Economic Opportunity	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	5		5	5	100.00%

Provide Economic Opportunity	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	20	0	0.00%	7	0	0.00%
Provide Economic Opportunity	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	45	105	233.33%			
Provide Needed Community Services to LMI Persons	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	58310	184832	316.98%	47465	61535	129.64%
Provide Needed Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	58310	0	0.00%	2685	0	0.00%
Support Agencies that Assist Homeless Populations	Homeless Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2000	348	17.40%	210	104	49.52%
Support Agencies that Assist Homeless Populations	Homeless Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				

Support Agencies that Assist Homeless Populations	Homeless Non-Housing Community Development	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
Support Agencies that Assist Special Needs Populat	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	897	59.80%	300	265	88.33%
Sustain and Strengthen Neighborhoods	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	4500	2045	45.44%	281	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Consistent with the City’s Priority Needs outlined in the Consolidated Plan, the City allocates the largest share of its CDBG funding to non-housing community development activities (public facilities, infrastructure, and public services), preceded by the community’s housing needs and program administration funded by both CDBG and HOME. As previously mentioned, the Consolidated Plan five-year priorities for assistance with CDBG and HOME funds takes into consideration several factors such as: 1) those households most in need of housing and community development assistance, as determined through the Consolidated Plan needs assessment, consultation, and public participation process; 2) which activities will best meet the needs of those identified households; and 3) the extent of other non-federal resources that can be utilized to leverage/match CDBG and HOME funds to address these needs.

Overall, the approved projects and programs in the FY 2017/18 Annual Action Plan assisted as many participants as possible with limited resources available. The City contributed the maximum allowable for CDBG Public Services (15 percent of the annual allocation); however, the number of persons assisted with affordable housing (Acquisition/Rehabilitation/New Construction projects and Minor Home Rehabilitation),

Public Facilities, Commercial Rehabilitation; Infrastructure, and Code Enforcement were below the expected outcomes. As a reminder, results will vary from year to year and projects that have underperformed span multiple years. The outcomes for projects and programs that are underway will be included in the FY 2017/18 Consolidated Annual Performance and Evaluation Report (CAPER).

DRAFT

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	654	20
Black or African American	7	0
Asian	0	0
American Indian or American Native	3	0
Native Hawaiian or Other Pacific Islander	0	0
Total	664	20
Hispanic	646	20
Not Hispanic	18	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

For program year 2017/18, the majority of the CDBG allocation was invested in community development and non-community development activities, such as public facilities, public infrastructure, public services, code enforcement, administration, and affordable housing. As described in the table above, a total of 646 Hispanic residents, or 97 percent of all persons assisted in FY 2017/18, received some type of assistance from CDBG funded activities or services. As for the HOME program, a total of 20 Hispanic residents, or 100 percent of all persons assisted in FY 2017/18, received some type of assistance from HOME funded activities or services.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	1,807,563	
HOME	HOME	1,551,305	
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

Narrative

During FY 2017/18, the City received \$1,683,165 in federal funding to address the goals and objectives of the FY 2017/18 Action Plan. Specifically, the CDBG entitlement amount for FY 2017/18 was \$1,228,240. Prior year unspent funds were \$XXXXX resulting in a total of \$XXXXXX for CDBG. HOME funding for FY 2017/18 was \$454,925, plus \$XXXXX in unspent prior year funds.

The expenditures during the 2017/18 program year totaled \$XXXXX from federal resources which addressed the needs of extremely, low, and moderate-income persons. CDBG expenditures included projects and programs approved in FY 2017/18 and from prior years. A total of \$XXXXX in HOME expenditures were related to the residential rehabilitation, an affordable housing project, and administration.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Huntington Park	81	81	City of Huntington Park

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded facility and infrastructure projects are targeted to the most-neediest neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park's twenty census tracts, seventeen are majority (>50%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block

groups (2,925) from the city's total population of 61,235 residents results in a balance of 58,310 low/mod residents.

The City's Code Enforcement has been updated to reflect HUD's regulations. Now, the program is focused on specific targeted areas. As for the graffiti removal program, it is provided on a citywide basis and funded partly through HUD and other funding sources. All other activities funded as part of this Consolidated Plan are offered on a citywide basis to low and moderate-income Huntington Park residents, except for HOME-funded Housing Development activities and the CDBG-assisted Commercial Rehabilitation Program in the downtown. The City's rationale for implementing activities on a citywide basis, rather than geographically targeting certain neighborhoods is as follows:

- 95% of Huntington Park's population falls within a designated low/mod area; and
- Huntington Park faces significant needs for neighborhood improvement, code enforcement, residential rehabilitation and other community improvements throughout the City.

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Federal funds play a crucial role in implementing the Consolidated Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the formula grant programs. For example, the HOME program is matched by a variety of sources, including: private investment, public investment, and tax credits.

The HOME Program requires a match of every dollar drawn; however, the City of Huntington Park remains exempt from meeting this mandate. Since its inception, the City of Huntington Park has received a 100% match reduction, and expects to receive such a reduction until otherwise indicated by HUD.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	20	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	20	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	3	0
Number of households supported through Rehab of Existing Units	17	0
Number of households supported through Acquisition of Existing Units	0	0
Total	20	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City proposed to achieve these one-year accomplishments based on the goals and objectives established in the City's five-year Consolidated Plan Priority Needs. In FY 2017/18, the City proposed to rehabilitate 17 homeowner units through the Residential Rehabilitation Program (4) and the Minor Home Repair Program (13). Of these goals, the City funded one (1) residential rehabilitation project and six (6) minor home repair projects.

Additionally, the City partnered with the local CHDO, Oldtimers Housing Development Corporation (OHDC), on a project located at 6303 ½ Marconi Street, called the Marconi Bungalows Project. In July 2016, the Huntington Park City Council authorized an Affordable Housing Agreement granting the OHDC \$295,400 in HOME Program funds to construct a one-bedroom single-family dwelling built over a four-car garage with tandem parking, and to complete rehabilitation of a two-bedroom detached unit. The project is still in progress and should be completed in the early part of FY 2018-2019.

Discuss how these outcomes will impact future annual action plans.

The slow start to both the Residential Rehabilitation and Minor Home Repair Programs was a result of insufficient staffing to properly administer the programs. However, in FY 2017/18, the City hired a new consultant company to oversee all of the City’s rehabilitation efforts.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 13 – Number of Households Served

Narrative Information

N/A The City no longer provides tenant based rental assistance (TBRA).

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Huntington Park Police Department (HPPD) is part of the Southeast Regional Mental Evaluation Team (SERMET), a successful mental health and homeless outreach partnership with the Los Angeles County Department of Mental Health. SERMET facilitates for police officers and mental health clinicians to work together, to provide support and resources to the mentally ill and homeless population in the community, that has often been overlooked due to other service priorities. HPPD uses allocated City Law Enforcement funding to pay the salary of full-time police officer to work exclusively with the SERMET program and to expand on HPPD's current outreach and assistance to the homeless population in the community.

Additionally, City Law Enforcement funding will cover expanded efforts to serve high-risk youth in the community. These efforts largely consist of proactive community outreach, field interactions with homeless individuals and high-risk youth, information to help improve the living situations of those who are homeless, and intervention services for high-risk youth in effort to guide them towards productive activities.

Lastly, local homeless provider, the Salvation Army Southeast Communities, provided a referral service and transportation to the nearby Salvation Army Bell Shelter in the city of Bell. The Bell Shelter assesses the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic. The Salvation Army was CDBG-funded in FY 2017/18 and will continue into FY 2018/19.

Addressing the emergency shelter and transitional housing needs of homeless persons

Huntington Park addressed the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 340 bed regional shelter is located in the adjacent city of Bell.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Huntington Park Police Department (HPPD) is part of the Southeast Regional Mental Evaluation Team (SERMET), a successful mental health and homeless outreach partnership with the Los Angeles County Department of Mental Health. SERMET facilitates for police officers and mental health clinicians to work together, to provide support and resources to the mentally ill and homeless population in the community. Resources include outreach, referral services to other institutions, and assistance with housing.

Additionally, Huntington Park continued to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Homeless individuals or families and those at-risk of homelessness had the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army . The City provided CDBG funding to the Salvation Army in FY 2017/18.

Lastly, lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City continued to coordinate with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless. The City also funded a Business Assistance and Economic Development program administered by Hub Cities Consortium to assist businesses with local labor and expansion services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to the City's partnership with the Southeast Regional Mental Evaluation Team (SERMET), as discussed above, the City also continues to address the needs of the homeless and those at risk of homelessness, by focusing on the development of sustainable and effective programming, consisting of: applying for short and long-term available funding; partnering with experienced service providers capable of leveraging other funding; creating secure affordable housing; performing homeless case

management; and engaging the homeless through a street outreach component in order to connect them to available services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

DRAFT

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Huntington Park's Housing Assistance Voucher (formerly Section 8) rental assistance program is administered by the Los Angeles County Housing Authority (HACoLA). HACoLA's Housing Assistance Voucher program currently assists approximately 23,000 families through a partnership with over 13,000 property owners throughout the County.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

Actions taken to provide assistance to troubled PHAs

Not applicable.

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has made the following progress in removing public sector impediments to affordable housing:

- The City has amended its Zoning Code to specifically define transitional and supportive housing and to treat as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone. Emergency homeless shelters are now regulated as a permitted use in the MPD zone, and as a conditionally permitted use in the C-G zone.
- The City has adopted a reasonable accommodation procedure. Through this ordinance, the City can provide reasonable adjustments to its rules, policies, practices and procedures to enable residents with a disability or developers of housing for people with disabilities to have an equal opportunity to access housing in the City.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Huntington Park identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

- The City continued to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City looked for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City structured its use of HOME funds to concentrate on both affordable rental housing and homeowner rehabilitation programs.
- The City addressed certain housing needs with federal funds such as availability, condition, and fair housing practices to prevent homelessness.
- The City addressed community development needs with federal funds such as infrastructure, improving public facilities and code enforcement.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

As a means to better protect children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance
- Response to Children with Environmental Intervention Blood Lead Level

The Community Development Department coordinated the City's efforts to reduce lead-based paint hazards pursuant to HUD Lead Based Paint Regulations (Title X). To reduce lead in existing housing, all rehabilitation projects funded with CDBG and HOME were tested for lead and asbestos. When a lead-hazard was present, a lead consultant was hired to provide abatement or implementation of interim controls.

The City also coordinated with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provided the City with the address of any household where there was evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City contacted the property owners and offered financial aid to assist in the abatement of the hazard. The City provided lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

In late 2015, the City was awarded a \$1.75 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant enabled the City to identify and remediate lead hazards in residences occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. This is the second HUD Lead Based Paint Hazard Control Grant awarded to the City of Huntington Park. In 2009, the City was awarded \$1.57 million which allowed the City to remediate lead hazards from 90 homes.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The 2007-2011 American Community Survey reported that one-fourth of City residents had incomes below the poverty level. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs,

especially of safety-net expenditures like insurance and health care.

Based on the Consolidated Plan's Needs Assessment and available resources in program year 2017/18, the City allocated CDBG and HOME funds to support public service programs for the benefit of low to moderate-income residents. The City also expanded and created new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions were achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants.
- Allocating 15 percent of CDBG entitlement funds for public services to increase family stability for lower income households.
- Enhancing employment opportunities for all residents and promoting self-sufficiency. This includes creating job opportunities, additional tax revenue, new investment opportunities and overall community improvement to Huntington Park residents by supporting existing businesses and bringing additional economic investment to the City.

Additionally, the City encouraged the efforts of social service providers, government, housing providers/developers and the private sector to provide services and development programs that enhance job opportunities for Huntington Park residents, particularly low-income persons.

The City will fully have complied with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations requires that to the greatest extent feasible, the City provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

As the recipient of CDBG and HOME funds, the City delegated the Community Development Department to be the lead department responsible for the overall administration of HUD grants. In that regard, the Department prepared the Consolidated Plan and Analysis of Impediments to Fair Housing Choice, drafted the Annual Action Plan and CAPER, as well as all other reports required by federal rules and regulations.

The City worked with non-profit agencies, for-profit developers, advocacy groups, clubs, and

organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2015/2016 – 2019/2020. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents was vital in overcoming gaps in service delivery. The City also utilized public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

In an ongoing effort to bridge the gap of various programs and activities, the City developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low income individuals and families, and other special needs. The array of partners includes, but are not limited to: the Huntington Park Police, Parks and Recreation, and Public Works Departments; Oldtimers Housing Development Corporation; the Salvation Army; the YMCA; and the Los Angeles Homeless Services Authority (LAHSA) (Los Angeles County Continuum of Care). During FY 2017/18, the City continued to foster these partnerships.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The actions listed below are primarily implemented by the Fair Housing Foundation (FHF), with coordination and oversight by the City's Community Development Department.

1. Education and Outreach Activities

- In partnership with the FHF, continued multi-faceted fair housing outreach to Huntington Park residents, real estate professionals, apartment owners/managers, bankers and advocacy groups. Distributed multi-lingual fair housing literature to every household in the City through utility bill inserts, the City's quarterly newsletter, or other innovative ways to reach the general public.
- Coordinated FHF presentations in Huntington Park with the Community Development

Department and the City's Neighborhood Improvement Coordinator to maximize the effectiveness and attendance at these meetings.

- Continued FHF's focused outreach and education to small property owners/landlords on fair housing, and familial status and reasonable accommodation issues in particular. Conducted property manager trainings within Huntington Park on a regular basis, targeting managers of smaller properties and Section 8 landlords.
- Coordinated with the Rancho Southeast Association of Realtors (RSAR) on fair housing education and outreach to the local real estate community. Directed local realtors to RSAR's monthly courses aimed at assisting realtors in better serving the minority community.

2. Enforcement Activities

- Continued to provide investigation and response to allegations of illegal housing discrimination through the FHF. For cases that cannot be conciliated, refer to the Department of Fair Housing and Employment (DFEH), U.S. Department of Housing and Urban Development (HUD), small claims court, or to a private attorney, as warranted.
- On an annual basis and in coordination with the FHF, review discrimination complaints to assess Huntington Park trends and patterns over time, and tailor fair housing education and outreach accordingly.
- Continue to provide general counseling and referrals over the phone regarding tenant-landlord issues through the Huntington Park Community Development Department and the FHF.
- Continued the collection of national origin data on both discrimination and general housing clients by the Fair Housing Foundation to determine whether discriminatory housing practices are occurring specifically based on national origin.
- Coordinated review of hate crime data on an annual basis between the Huntington Park Police Department and the FHF to evaluate as a potential fair housing issue.

Actions Taken to Overcome Impediments

3. Monitoring Lending, Housing Providers, and Local Real Estate Practices- In cooperation with FHF, monitored the reasons for denial of home purchase, refinancing and home improvement loans. -- Contacted local lenders in Huntington Park to provide additional education and outreach to the community on the approval process, how to improve credit ratings, and available favorable home purchase tools.- Helped protect homeowners from mortgage rescue fraud by promoting the use of HUD-certified, non-profit mortgage counseling agencies on the City's website and other means.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City follows monitoring procedures for subrecipients, which includes in-house review of quarterly progress reports and expenditures, and an annual on-site visit to some subrecipients to ensure compliance with federal regulations. The monitoring system encourages uniform reporting to achieve consistent information on beneficiaries. Technical assistance is provided when necessary.

The City also performed project monitoring of all rent restricted affordable units assisted with HOME, CDBG, and the former Redevelopment Agency Housing Set-Aside Funds, and in accordance with 24 CFR 92.504 (d):

- Annual audits for compliance with regulatory agreement affordability covenants; and
- On site visits, which include property inspections of randomly selected units assisted with HOME, CDBG, and former Redevelopment Agency Housing Set- Aside Funds.

In addition, the City encouraged minority business outreach in all of its federally assisted (CDBG and HOME) construction work in excess of \$2,000. As part of the Notice Inviting Bid procedures, the City requires subrecipients undertaking improvements, reconstruction, or rehabilitation of community and private facilities, infrastructure projects, and affordable housing development to make a good faith effort to hire women or minority based businesses and to require equal employment opportunity for all individuals and business concerns.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Pursuant to 24 CFR Part 91, the City solicited public review and comment on the draft 2017/18 Consolidated Annual Performance and Evaluation Report (CAPER). The public review period is 20 days (September 6, 2018 to September 25, 2018).

DRAFT

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Under review

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Under the terms of the City's Affordable Housing Agreements or Disposition and Development Agreements (DDA), developers must maintain the interior and exterior of their projects and all housing units in a decent, safe and sanitary manner, in accordance with 24 CFR 92.251 of the HOME Regulations. Property owners must annually certify to the City that the building and all HOME assisted units in the Project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the City's ongoing property standards in accordance with 24 CFR 92.251(f).

City staff inspected the units at Huntington Plaza Apartments and the Mosaic Gardens at Huntington Park in Fiscal 2014/15 and, afterwards, issued clearance letters, and no further inspections are required until FY 2017/18. No issues were noted, and all projects were determined to be compliant with the City's property standards. Property inspections of HOME restricted units and the common areas have been scheduled for the Casa Bonita Senior Apartments and inspections are pending for the Oldtimers Housing Development Corporation properties.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

In its Affordable Housing Agreements and DDAs, the City requires developers to adopt and implement affirmative marketing procedures and requirements in accordance with Section 92.351 of the HOME Regulations. In annually monitoring projects, property managers for Huntington Plaza Apartments, Casa Bonita Apartments, and Mosaic Gardens at Huntington Park each submitted an Annual Affirmative Marketing Analysis Report. Affirmative marketing requirements were met in accordance with the Owners' approved Affirmative Marketing Plans and tenant selection policies.

Monitoring documents are pending from the properties owned by Oldtimers Housing Development Corporation.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Under review

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

Under review

DRAFT