

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, February 19, 2019

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

"Certificate of Appreciation," Presented to AltaMed for Their Outstanding Leadership and Contribution Towards Improving the Health and Wellbeing of the Community

Presentation by The Greater Huntington Park Area Chamber of Commerce Regarding Festivals and Economic Development

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: General Employees Association (GEA)
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
[One Potential Case] - Government Code Section 54956.9(d)(4)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

- 1-1. Regular City Council Meeting held February 5, 2019.**

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated February 19, 2019

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

3. Consideration and Approval of Resolution Amending Conflict of Interest Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Adopt Resolution No. 2019-05, Amending Resolution No. 2018-02, Amending the City of Huntington Park's Conflict of Interest Code in Accordance with the Political Reform Act**

CITY MANAGER

4. Options/Alternatives/Response to Governor Newsom's Comment Regarding Huntington Park's Commitment to Affordable Housing

- Discussion and/or Action -

REGULAR AGENDA (CONTINUED)

CITY MANAGER (CONTINUED)

5. Consideration and Approval of Acceptance of the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$29,495;
2. Designate the Chief of Police as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Appropriate the amount of \$29,495 in account number 227-7116-421.74-10 in the City's FY 2018-19 Budget for police equipment purchases as specified within this report.

PUBLIC WORKS

6. Consideration and Approval of Award of a Construction Contract to for the Huntington Park Signal Synchronization & Bus Speed Improvement Project Capital Improvement Project (CIP) 2018-05 (Call for Projects ID#F7312)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a construction contract to Elecnor Belco Electric, Inc. as the lowest responsible, responsive bidder, for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 (Call for Projects ID# F7312) for a not-to-exceed amount of \$911,252;
2. Authorize the City Manager execute the construction contract agreement and professional services agreement; and
3. Approve budget appropriation in an amount of \$9,552.93 to account number 207-8016-429.73-10 and \$11,914.07 to account number 209-8010-431.73-10.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

7. **Consideration and Approval of Award of a Professional Services Contract (PSC) for Construction Management/Inspection and Labor Compliance Services for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 (Call for Projects ID#F7312)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve staff's recommendation to award a professional services agreement to KOA Corporation to provide Construction Management & Inspection and Labor Compliance services for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 (Call for Projects ID# F7312) for a not-to-exceed amount of \$178,200;
 2. Authorize the City Manager or his designee to execute the professional services agreement.
8. **Consideration and Approval of Capital Improvement Project (CIP) 2018-07 Downtown Huntington Park I-Park System Implementation Project (Call for Projects ID#F7702) 90% Completion of Design and Authorization to Proceed with Bid Advertisement**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2018-07 Downtown Huntington Park i-Park System Implementation Project (Call for Projects ID# F7702) 90% completion of plans, specifications and engineer's estimate (PS&E); and
3. Authorize Public Works Department to proceed with bid advertisement for construction.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

9. **Consideration and Approval of Award of Contract for Construction Management and Inspection Services of Capital Improvement Project (CIP) 2018-07 Downtown Huntington Park I-Park System Implementation Project (Call for Projects ID#F7702)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Infrastructure Engineers under the currently approved Augmentation Contract to proceed with the construction management and inspection (CM) services of CIP 2018-07 Downtown Huntington Park i-Park System Implementation Project (Call for Projects ID# F7702) for a not-to-exceed fee of 7% based on construction bids; and
2. Authorize the City Manager or designee to execute the Request for Services (RFS); or
3. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to perform CM services and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

10. **Consideration and Approval of Award of Professional Services Agreement (PSA) for the Annual Sidewalk Hazard Trip Remediation - Capital Improvement Project (CIP) No. 2018-09**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve award of PSA to Precision Concrete Cutting (PCC) for the Annual Sidewalk Trip Hazard Remediation CIP No. 2018-09 for a not-to-exceed amount of \$245,000 for FY 2018-19 and a not-to-exceed amount of \$100,000 for FYs 2019-20 and 2020-21; and
2. Authorize City Manager to execute a three (3) year agreement with the possibility of two (2), one-year extensions for a not-to-exceed total of five (5) years.

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

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase of an electric John Deere Gator from Deere & Company.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

12. Consideration and Approval of Capital Improvement Project (CIP) ATP cycle II Project (ATPL-5150(012)) 90% Completion of Design and Authorization to Proceed with Bid Advertisement

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project;
2. Approve the options that maximizes public safety and minimizes the loss of street parking for CIP 2016-01 ATP Cycle II Project (ATPL-5150(012)) 90% completion of plans, specifications and engineer's estimate (PS&E); and
3. Authorize Public Works Department to proceed with bid advertisement after obtaining Caltrans' E-76 (Notice to Proceed) for construction.

13. Consideration and Approval of Resolution Approving the 2019 Traffic Engineering Speed Study

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-06, approving the 2019 Traffic Engineering Speed Study.

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

14. Continued from the February 5 2019, Regular City Council Meeting - Consideration and Approval of Resolution Adopting the 2030 City of Huntington Park General Plan and Certification of an Environmental Impact Report (EIR) Under the California Environmental Quality Act (CEQA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2018-27, adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA).

FINANCE

- 15 Continued from the February 5 2019, Regular City Council Meeting - Consideration and Approval of a Resolution Establishing New Fees Related to Sidewalk Vendor Permit Fees, Pursuant to Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2019-02, Establishing New Fees Related to Sidewalk Vendor Permit Fees, Pursuant to Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" of the City of Huntington Park's Municipal Code

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila

Council Member Graciela Ortiz

Council Member Marilyn Sanabria

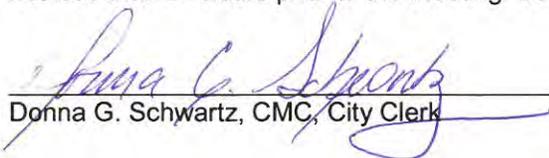
Vice Mayor Karina Macias

Mayor Jhonny Pineda

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, March 5, 2019 at 6:00 P.M.

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 14th day of February 2019.



Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, February 5, 2019

Sergeant at Arms read the Rules of Decorum at the beginning of the meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, February 5, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

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

INVOCATION

Invocation was led by Mayor Pineda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Iris Preciado.

PRESENTATIONS

Council presented a "Certificate of Appreciation," to Iris Preciado for leading the Pledge of Allegiance.

Council presented "Certificates of Appreciation," to Volunteers for Their Dedication in Assisting with the Huntington Park's "2019 Greater Los Angeles Homeless Count."

City Manager Ricardo Reyes recognized City employees Susan Crum, Executive Assistant to City Manager, Moncerat Morales, Administrative Assistant and Angela Cornejo, Administrative Assistant for their dedicated efforts and coordination of the "2019 Greater Los Angeles Homeless Count."

PUBLIC COMMENT

1. Valentin Amezcuita, spoke in support of Regular Agenda Item 7.
2. Edwin Aragon, commented on contract and read from the paper with listed items. Mr. Aragon provided copies to the City Clerk for Council.
3. Catalina Peraza, spoke in regards to GEA membership, a three-year freeze and city subcontracting.
4. Gary Guthman, AFSCME Representative, commented on the closed session item.
5. Denise Campos, Public Affairs Manager, So Cal Gas Co., raised awareness on an issue in California regarding electricity over gas and spoke in support of using natural gas over electricity.

STAFF RESPONSE

Mayor Pineda noted that the comments related to the closed session item cannot have a response.

CLOSED SESSION

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

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: General Employees Association (GEA)

At 7:23 p.m. Mayor Pineda reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all five Council Members were present and briefed on closed session item 1. 1) nothing to report, no action taken.

City Attorney Arnold Alvarez-Glasman announced an additional item to be added to agenda under Regular Agenda as Item 5A. Approval for Letter of Support for San Antonio High School to the LA Unified School District in support of the creation of the Computer Engineering Magnet at San Antonio High School. Mr. Alvarez-Glasman asked Council to make a motion. By **one motion**, the City Council approved the additional item.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve consent calendar, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

Mayor Pineda directed staff to look into the warrant regarding a flight he never took.

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held January 15, 2019.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated February 5, 2019.

CITY ATTORNEY

3. Waive second reading and adopted Ordinance No. 2019-273, Amending Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" and Title 4 "Public Safety, Chapter 11 "Sidewalk Vending" of the City of Huntington Park's Municipal Code Relating to Sidewalk Vendors.

COUNCIL

4. Adopted Resolution No. 2019-03 Reappointing Members to the Economic Development Committee.

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

5. Council Appointment to Parks and Recreation Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointment to the Parks and Recreation Commission consistent with the provisions set forth in Resolution No. 2015-19.

City Manager Ricardo Reyes announced this item would be tabled to next city council meeting.

5A. Letter of Support for San Antonio High School to the LA Unified School District in Support of the Creation of the Computer Engineering Magnet at San Antonio High School

Motion: Mayor Pineda moved to approve letter of support. Motion passed 5-0, by one motion.

CITY MANAGER

6. Consideration and Approval of Resolution Establishing Spending Limits Policy for Purchasing Authority for the City Manager and Department Heads of the City Including City Staff

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

Motion: Council Member Sanabria moved to adopt Resolution No. 2019-04, Amending Resolution No. 2017-40, Establishing Spending Limits Policy for Purchasing Authority for the City Manager, and Department Heads of the City including City staff, seconded by Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

7. Consideration and Approval to Retain Consultant for Community Educational Program for Measure C

City Manager Ricardo Reyes presented the staff report.

Motion: Council Member Sanabria moved to authorize the retention of VELADA to conduct an educational and information program to the City's residents regarding Measure C and authorize the City Manager to execute a professional services agreement with VELADA consistent with their proposal attached herewith, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

COMMUNITY DEVELOPMENT

8. Consideration and Approval to Implement the Huntington Park Strip Parking Pilot Program

City Manager Ricardo Reyes announced the item and introduced Community Development Director Sergio Infanzon who presented the staff report.

Motion: Council Member Ortiz moved to approve the implementation of a parking pilot program along Randolph Street between Fishburn Avenue and Maywood Avenue, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

9. Consideration and Approval of Facility Use and Fee Waiver Request by the American Red Cross for Use of Keller Park and Court Building for the “Sound the Alarm” Event in Partnership with the City

City Manager Ricardo Reyes announced the item and introduced Community Development Director Sergio Infanzon who presented the staff report, noted the application and fee waiver request letter was received today and stated a representative from the American Red Cross was in attendance to answer any questions.

Council Member Sanabria directed staff to add to the city’s social media the American Red Cross “Sound the Alarm” event.

Mayor Pineda directed staff to add the information the city’s newsletter.

Motion: Council Member Ortiz moved to approve the American Red Cross “Sound the Alarm” event in partnership with the City and approve American Red Cross fee waiver request for use of Keller Park and Court Building, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

PUBLIC WORKS

10. Consideration and Approval of Award of a Construction Contract to Elecnor Belco Electric Inc. and a Professional Services Contract (PSA) to KOA Corporation for Construction Management/Inspection and Labor Compliance Services for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a construction contract to Elecnor Belco Electric, Inc. as the lowest responsible, responsive bidder, for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 for a not-to-exceed amount of \$911,252;
2. Approve a professional services agreement to KOA Corporation to provide Construction Management & Inspection and Labor Compliance services for a not-to-exceed amount of \$178,200;
3. Authorize City Manager to execute the construction contract agreement and professional services agreement; and
4. Approve budget appropriation in an amount of \$9,552.93 to account number 207-8016-429.73-10 and \$11,914.07 to account number 209-8010-431.73-10.

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

Motion: Council Member Ortiz moved to table the item to the next regular city council meeting in order to have all the information and to break down the item for two separate motions, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS (CONTINUED)

11. Consideration and Approval of CIP 2018-07 Downtown Huntington Park I-Park System Implementation Project 90% Completion of Design and Authorization to Proceed with Bid Advertisement

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2018-07 Downtown Huntington Park i-Park System Implementation Project 90% completion of design;
3. Authorize Public Works Department to proceed with bid advertisement for construction; and
4. Authorize Infrastructure Engineers under the currently approved Augmentation Contract to proceed with the construction management and inspection (CM) services for a not-to-exceed fee of 7% based on construction bids and authorize the City Manager or designee to execute the Request for Services (RFS); or
5. Authorize staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to perform CM services and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

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

Vice Mayor Macias voiced concern with not being part of the design and wants to see the Council's vision implemented as part of the design and would like to table item so that staff can provide a presentation.

Motion: Vice Mayor Macias, moved to table item to the next regular city council meeting so that staff can provide a presentation and each recommendation can be reviewed one by one, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS (CONTINUED)

12. Consideration and Approval of Award of Contract Services Agreement to Precision Concrete Cutting for the Annual Sidewalk Hazard Trip Remediation - CIP No. 2018-09

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve award of contract services agreement to Precision Concrete Cutting for the Annual Sidewalk Trip Hazard Remediation CIP No. 2018-09 for a not-to-exceed amount of \$245,000 for FY 2018-19 and a not-to-exceed amount of \$100,000 for FYs 2019-20 and 2020-21; and
2. Authorize City Manager to execute a three (3) year agreement with the possibility of two (2), one-year extensions for a not-to-exceed total of five (5) years.

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

Council Member Ortiz stated all proposals along with cost were not attached to the staff report and would like to table item so that all information is provided.

Motion: Council Member Ortiz moved to table item to the next regular city council meeting so that all information is provided, seconded by Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

13. Approve Acceptance of Work Performed by Alfaro Communication Construction, Inc. (ACCI) as Part of CIP 2018-01 Pacific Boulevard Pedestrian and Transportation Improvement Project Metro ID F3609 and CIP 2018-02 Metro Rapid Bus Station Implementation Project Metro ID MRBSHE32

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

Motion: Council Member Ortiz moved to approve acceptance of work performed by Alfaro Communication Construction, Inc. (ACCI) for the construction of CIP 2018-01 Pacific Boulevard Pedestrian and Transportation Improvement Project Metro ID F3609 and CIP 2018-02 Metro Rapid Bus Station Implementation Project Metro ID MRBSHE32, approve budget appropriations for construction contract provided by ACCI in an amount of \$377,327.82 to account number 205-8010-431.73-10, \$115,500 to account number 208-8051-431.73-10, \$243,595.00 to account number 222-8010-431.73-10, \$191,457.11 to account number 221-4010-431.73-10, and \$93,521.05 to account number 535-8010-431.73-10 for a total construction cost of \$1,021,400.98, approve ACCI's change orders for a not-to-exceed fee of \$149,693.76, authorize budget appropriations for construction management & inspection and labor compliance services provided by Infrastructure Engineers (IE) in an amount of \$85,000, from account number 222-8010-431.73-10, authorize the City Manager or designee to sign ACCI change orders, authorize staff to execute the "Notice of Completion" (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office and release the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

Council Member Ortiz directed staff to next time separate the different appropriations and to make ensure that everything is good to go with the project, also noted some of the lights on the monuments are out and to check on the lights that are flashing.

PUBLIC WORKS (CONTINUED)

14. Consideration and Approval of Purchase Order (PO) for Emergency Replacement of Motor

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

Motion: Mayor Pineda moved to approve emergency expenditure in the amount of \$13,401.80 in account 681-8030-461.43-30 and authorize City Manager to execute the check request, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

15. Continued from the January 15 2019, Regular City Council Meeting - Consideration and Approval of Resolution Adopting the 2030 City of Huntington Park General Plan and Certification of an Environmental Impact Report (EIR) Under the California Environmental Quality Act (CEQA)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2018-27, adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA).

Vice Mayor Macias would like to continue the item.

Mayor Pineda opened and closed public.

Motion: Vice Mayor Macias moved to continue item to the next regular city council meeting, seconded by Council Member Sanabria. Motion passed 5-0, by one motion.

FINANCE

16. Continued from the January 15 2019, Regular City Council Meeting - Consideration and Approval of a Resolution Establishing New Fees Related to Sidewalk Vendor Permit Fees, Pursuant to Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;

2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2019-02, Establishing New Fees Related to Sidewalk Vendor Permit Fees, Pursuant to Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" of the City of Huntington Park's Municipal Code

City Attorney Arnold Alvarez-Glasman stated staff would like to continue the item to the next regular city council meeting.

Mayor Pineda opened and closed public comment.

Motion: Mayor Pineda moved to table item to the next regular city council meeting. Motion passed 5-0, by one motion.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila, wished everyone a Happy Valentine's Day.

Council Member Graciela Ortiz, wished everyone a good night.

Council Member Marilyn Sanabria, wished everyone a good night.

Vice Mayor Karina Macias, thanked staff for all their support and reminded the public of the Food Pantry event on Sunday, February 10 and the Sock & Undergarment Drive through February 14th and wished all a Happy Valentine's Day.

Mayor Jhonny Pineda, thanked everyone and wished everyone a Happy Valentine's Day.

ADJOURNMENT

At 8:26 p.m. Mayor Pineda adjourned the City of Huntington Park City Council in memory of Dr. Michelle King, Superintendent with Los Angeles Unified School District, to a Regular Meeting on Tuesday, February 19, 2019 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 Traffc & 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
2-19-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ABI DOCUMENT SUPPORT SERVICES, LLC	OPP170926-01-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	74.30
	OPP170927-01-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	74.30
	OPP171966-01-01	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	88.48
				\$237.08
ADAMSON POLICE PRODUCTS	INV292954	111-7022-421.61-29	PD LITHIUM BATTERIES	102.94
				\$102.94
ALAN'S LAWN AND GARDEN CENTER, INC.	848591	535-8090-452.61-20	CHAINSAW CHAIN LOOP PURCHASE	154.61
	848585	741-8060-431.43-20	GENERATOR REPAIR SERVICE	634.60
				\$789.21
ALFREDO DE LA TORRE CONSTRUCTION	3536-2	246-0000-206.00-00	RETENTION-3536 E 61ST A	1,275.00
	4225-2	246-0000-206.00-00	RETENTION-6730 PLASKA ST	460.00
	6722 1/2-2	246-0000-206.00-00	RETENTION-4225 E 61ST ST	567.50
	6722 1/2-2	246-0000-206.00-00	RETENTION-6722 1/2 ALBANY	307.50
	6722-2	246-0000-206.00-00	RETENTION-6722 ALBANY ST	677.50
	7020-2	246-0000-206.00-00	RETENTION-7020 MOUNTAIN	1,053.75
	3536-1	246-0298-463.73-10	LBPHCP - 3536 E 61ST PL	24,225.00
	4225-1	246-0298-463.73-10	LBPHCP- 4225 E 61ST ST	10,782.50
	6321-2	246-0298-463.73-10	LEAD SRVC-6321 PASSAIC	1,251.50
	6321-4	246-0298-463.73-10	LEAD SRVC-6321 PASSAIC	125.00
	6722 1/2-1	246-0298-463.73-10	LBPHCP - 6722 1/2 ALBANY	5,842.50
	6722-1	246-0298-463.73-10	LBPHCP - 6722 ALBANY ST	12,872.50
	7020-1	246-0298-463.73-10	LBPHCP-7020 MOUNTAIN	20,021.25
	6730-1	246-0298-463.73-10	LBPHCP - 6730 PLASKA AVE	8,740.00
				\$88,201.50
ALL CITY MANAGEMENT SERVICES	58871	111-7022-421.56-41	CROSSING GUARD 12/30-1/12	3,403.70
				\$3,403.70
ALVAREZ-GLASMAN & COLVIN	2018-11-18116	111-0220-411.32-70	LEGAL SERVICES 11/2018	35,245.58
	2018-11-18117	111-0220-411.32-70	LEGAL SERVICES 10/2018	4,662.24
	2018-10-17919	745-9031-413.32-70	LEGAL SERVICES 10/2018	2,950.59
	2018-11-18118	745-9031-413.32-70	LEGAL SERVICES 11/2018	1,096.50
	2018-11-18119	745-9031-413.32-70	LEGAL SERVICES 11/2018	2,020.00
	2018-12-18078	745-9031-413.32-70	LEGAL SERVICES 12/2018	248.00
	2019-01-18079	745-9031-413.32-70	LEGAL SERVICES 01/2019	112.50
				\$46,335.41
AMERICAN CELEBRATIONS	199193	111-7010-421.61-20	PD EVENT/SUPPLIES	27.10
				\$27.10
AMERICAN SOCCER COMPANY, INC	6551416	111-6030-451.61-35	P&R BASKETBALL UNIFORMS	3,465.00
				\$3,465.00
AMTECH ELEVATOR SERVICES	DVL04010C18	111-8022-419.56-41	ELEVATOR SRV 12/1-2/28/19	741.81
				\$741.81
ARAMARK UNIFORM & CAREER APPAREL	533939497	741-8060-431.56-41	PW UNIFORM LAUNDRY SRVC	156.33
	533956737	741-8060-431.56-41	PW UNIFORM LAUNDRY SRVC	105.75
				\$262.08

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-19-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ARTURO PEREZ	22793-6996	681-0000-228.70-00	WATER DEPOSIT REFUND	100.00
				\$100.00
AT&T	1/21-2/20/2019	111-9010-419.53-10	COMMUNITY CENTER INTERNET	64.25
	1/23-2/22/2019	111-9010-419.53-10	PUBLIC WORKS YARD INTERNET	64.25
	1/28-2/27/2019	111-9010-419.53-10	RAUL R PEREZ PARK INTERNET	45.00
	1/28-2/27/2019	111-9010-419.53-10	FREEDOM PARK INTERNET	54.25
	2/1-2/28/2019	111-9010-419.53-10	SALT LAKE PARK INTERNET	64.25
				\$292.00
BARR & CLARK INC	47582	246-0298-463.56-41	LEAD TEST - 6730 PLASKA	270.00
	47583	246-0298-463.56-41	LEAD TEST - 4225 E 61ST	182.00
	47584	246-0298-463.56-41	LEAD TEST - 3536 E 61ST	182.00
	47585	246-0298-463.56-41	LEAD TEST - 3536 E 61ST A	234.00
				\$868.00
BATTERY SYSTEMS INC	4695380	741-8060-431.43-20	PW FLEET BATTERIES	194.00
	4699248	741-8060-431.43-20	PW FLEET BATTERIES	194.00
	4751096	741-8060-431.43-20	PW FLEET BATTERIES	392.00
				\$780.00
BESNICK MIDDLETON	1/26-1/29/19	111-6030-451.33-90	REFEREE SERVICES	270.00
				\$270.00
BIG BELLY SOLAR, INC	24237	287-8055-432.61-20	RECYCLING UNIT PARTS	1,077.11
				\$1,077.11
BLACK AND WHITE EMERGENCY VEHICLES	2889	225-7120-421.74-10	PRISONER PARTITION PURCHASE	2,493.94
	2863	741-8060-431.43-20	PD LED LAMPS PURCHASE	325.61
				\$2,819.55
BLUE TARP FINANCIAL, INC.	41964557	741-8060-431.43-20	PW TOOL MEMBERSHIP	39.99
				\$39.99
BOB BARKER COMPANY INC.	WEB000585646	121-7040-421.56-14	PD JAIL & INMATE SUPPLIES	180.70
				\$180.70
BRIZUELA'S IRON WORK	0889	111-8010-431.61-21	PACIFIC BLVD GRATE SERVIC	328.50
	0891	111-8023-451.43-10	WELDING REPAIR SERVICES	908.85
	0891	221-8012-429.61-20	WELDING REPAIR SERVICES	290.00
	0891	221-8014-429.61-20	WELDING REPAIR SERVICES	220.00
	0890	535-8090-452.43-20	NEW FENCE INSTALLATION	1,620.60
				\$3,367.95
CALPERS	100000015554399	111-9013-413.56-41	MEDICAL BENEFITS 2/2019	367.07
	100000015554399	217-9010-413.28-00	MEDICAL BENEFITS 2/2019	159,221.20
	100000015554399	217-9010-413.56-41	MEDICAL BENEFITS 2/2019	387.56
	100000015554399	802-0000-217.50-10	MEDICAL BENEFITS 2/2019	159,594.89
	PPE 12/16/2018	802-0000-217-30.10	RETIREMENT BEFEFIT	33,765.55
	PPE 12/16/2018	802-0000-218-10.10	RETIREMENT BEFEFIT	18,644.12
	PPE 12/16/2018	802-0000-218-10.10	RETIREMENT BEFEFIT	42,110.44
	PPE 12/02/2018	802-0000-217-30.10	RETIREMENT BEFEFIT	35,052.70
	PPE 12/02/2018	802-0000-218-10.10	RETIREMENT BEFEFIT	18,817.90

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-19-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALPERS	PPE 12/02/2018	802-0000-218-10.10	RETIREMENT BEFEFIT	42,193.05
	100000015530262	216-2030-413.23-06	REPLACEMENT BENEFIT CONTRIBUTION	28,040.40
				\$538,194.88
CARL WARREN & CO.	1867454	745-9031-413.33-70	3RD PARTY ADMIN 1/2019	750.00
	1867455	745-9031-413.33-70	3RD PARTY ADMIN 1/2019	375.00
	1867456	745-9031-413.33-70	3RD PARTY ADMIN 1/2019	375.00
	1867457	745-9031-413.33-70	3RD PARTY ADMIN 1/2019	375.00
	1867458	745-9031-413.33-70	3RD PARTY ADMIN 1/2019	375.00
				\$2,250.00
CARPENTER ROTHANS & DUMONT LLP	31995	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	495.45
	32183	745-9031-413.32-70	3RD PARTY ADMIN LEGAL	86.63
				\$582.08
CELICA QUINONES	042785	111-6020-451.61-35	P&R UNIFORM SHIRT	57.33
	79YFMJZHE5PNR	111-6020-451.61-35	P&R UNIFORM EMBROIDERY	7.00
				\$64.33
CENTRAL FORD	329802	219-8085-431.43-21	SHUTTLE THROTTLE ASSEMBLY	342.27
	329877	219-8085-431.43-21	SHUTTLE FUEL PUMP	296.20
	330016	219-8085-431.43-21	SHUTTLE ENGINE DIPSTICK	111.42
	329926	741-8060-431.43-20	AC CONDENSER UNIT 915	359.91
	330284	741-8060-431.43-20	AUTO TRANSMISSION PARTS	45.24
	330595	741-8060-431.43-20	AUTO SEAT BELT ASSEMBLY	274.79
	330675	741-8060-431.43-20	AUTO PARTS SWITCH	21.40
	330881	741-8060-431.43-20	SEATBELT RETRACTOR KIT	274.79
	330884	741-8060-431.43-20	AUTO BUCKLE ASSEMBLY	394.04
	330983	741-8060-431.43-20	AUTO RADIATOR PURCHASE	328.48
	331197	741-8060-431.43-20	AUTO LATCH PURCHASE	67.38
				\$2,515.92
CHARTER COMMUNICATIONS	0514415012019	111-7010-421.53-10	PD INTERNET 1/30-2/28/2019	514.85
	0467069012719	111-7040-421.56-41	PD INTERNET 2/7-3/6/2019	1,250.00
	0467069122718	111-7040-421.56-41	PD INTERNET 1/7-2/6/2019	1,250.00
	0019175012219	111-9010-419.53-10	CITY HALL CABLE SRVCS 1/2019	44.32
	0389644012119	121-7040-421.56-14	PD TV SRVCS 1/31-2/28/19	274.66
				\$3,333.83
CINDI CAYAX	2119	111-6065-451.57-46	P&R SENIOR PROG INSTRUCTR	75.00
				\$75.00
CITY CLERKS ASSOCIATION OF CA	1658	111-1010-411.59-15	CITY CLERK CONFERENCE	460.00
				\$460.00
CIVIC PLUS	181895	111-0210-413.56-41	CITY WEBSITE ANNUAL SUPRT	14,496.25
				\$14,496.25
CLAUDIA GALVEZ	70542/71186	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-19-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COMMERCIAL TIRE COMPANY	1-149802	741-8060-431.43-20	FLEET TIRE PURCHASE	619.98
	1-150406	741-8060-431.43-20	FLEET TIRE PURCHASE	291.48
	1-150532	741-8060-431.43-20	PW TIRE PURCHASE	539.13
	1-150657	741-8060-431.43-20	FLAT TIRE REPAIR SERVICE	166.27
	1-GS150267	741-8060-431.43-20	FLEET TIRE PURCHASE	653.44
				\$2,270.30
CONTRERAS GARDEN SUPPLY	1/30/2019	741-8060-431.43-20	EQUIPMENT PARTS & REPAIRS	156.00
				\$156.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW-19010703393	221-8014-429.56-41	TRAFFIC SIGNAL MAINT 12/2018	595.25
				\$595.25
CRAFCO INC	9401983072	221-8010-431.61-21	POTHOLE PATCHING SUPPLIES	1,997.46
				\$1,997.46
CREATIVE BUS SALES, INC.	5153645	219-8085-431.43-21	SHUTTLE SEATBELT PURCHASE	143.02
	5154413	219-8085-431.43-21	SHUTTLE MIRROR ASSEMBLY	151.19
				\$294.21
CSULB FOUNDATION	2/11-2/13/2019	111-7010-421.59-15	PD INTERNAL AFFAIR SEMINR	794.00
				\$794.00
CYNTHIA NORZAGARAY	1/23-1/25/19	111-6010-451.59-15	PER DIEM-CONCRETE CONFRNC	152.50
				\$152.50
DANIEL HERNANDEZ	1/20-1/25/19	111-8010-431.59-15	PER DIEM-CONCRETE CONFRNC	335.50
				\$335.50
DAPPER TIRE CO.	45530844	741-8060-431.43-20	FLEET TIRE PURCHASE	572.20
				\$572.20
DATA TICKET INC.	91898	111-3010-415.56-41	BUSINES LIC CITATION PROC	155.50
	97152	111-3010-415.56-41	BUSINES LIC CITATION PROC	48.00
	96840	111-7065-441.56-41	ANIMAL CITATION PROC12/18	37.50
	97155	111-7065-441.56-41	ANIMAL CITATION 11/18/18	207.00
	97160	111-7065-441.56-41	ANIMAL CITATION 12/18/18	48.00
				\$496.00
DATAPROSE, INC.	DP1900116	681-3022-415.53-20	WATER BILL POSTAGE 1/2019	1,260.91
	DP1900116	681-3022-415.56-41	WATER BILLS 1/2019	1,411.32
				\$2,672.23
DE LAGE LANDEN	62165690	111-9010-419.44-10	CLERK CITY HALL COPIER LSE 2/2019	2,337.22
				\$2,337.22
DEPARTMENT OF ANIMAL CARE & CONTROL	12/2018	111-7065-441.56-41	ANIMAL HOUSING CARE 12/18	10,366.80
				\$10,366.80
DEPARTMENT OF CORONER	19ME0158	111-7030-421.56-41	PD AUTOPSY REPORTS	18.00
				\$18.00
DISCOUNT SCHOOL SUPPLY	P3779250001	239-6060-466.61-20	P&R AFTERSCHOOL SUPPLIES	296.07
				\$296.07
ESTELA RAMIREZ	71016/71137	111-6060-466.33-20	CONTRACT INSTRUCTOR	208.00
				\$208.00
EXPERT ROOTER	94324	111-8023-451.43-10	PLUMBING SERVICES 4/21	88.00
				\$88.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-19-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EXPRESS TRANSPORTATION SERVICES LLC	HPE01312019	111-0000-362.20-15	HP EXPRESS VEH LSE 1/19	-500.00
	HPE01312019	219-0000-362.20-10	HP EXPRESS PROP LSE 1/19	-2,000.00
	HPE01312019	219-8085-431.56-43	HP EXPRESS 1/2019	29,675.73
	DAR02012019	219-8085-431.56-45	DIAL A RIDE 2/2019	56,315.00
	HPE01312019	220-0000-340.30-00	HP EXPRESS FARES 1/2019	-4,660.72
	HPE01312019	220-8085-431.56-43	HP EXPRESS 1/2019	34,127.74
	HPE01312019	222-8010-431.56-43	HP EXPRESS 1/2019	29,675.73
				\$142,633.48
FAIR HOUSING FOUNDATION	DEC2018	239-0272-463.57-87	HOUSING CONSELING 12/2018	846.73
				\$846.73
FATIMA ARRAYGA	70021/71293	111-0000-228.20-00	P&R DEPOSIT REFUND	388.00
				\$388.00
FEDEX	6-441-56822	111-7010-421.61-20	PD SHIPPING 1/16/2019	8.07
				\$8.07
FM THOMAS AIR CONDITIONING INC	39436	111-8020-431.56-41	A/C MAINTENANCE 1/19-3/19	106.89
	39436	111-8022-419.56-41	A/C MAINTENANCE 1/19-3/19	1,247.05
	39436	111-8023-451.56-41	A/C MAINTENANCE 1/19-3/19	962.01
	39436	111-8024-421.56-41	A/C MAINTENANCE 1/19-3/19	1,247.05
				\$3,563.00
GEORGE MIDDLETON	1/22-1/31/2019	111-6030-451.33-90	REFEREE SERVICES	216.00
				\$216.00
GLOBALSTAR USA	100000010018371	111-7010-421.53-10	PD PHONE 12/16-2/15/19	85.94
				\$85.94
GOLDEN BELL PRODUCTS CORP	16578	111-8010-431.61-21	ASPHALT RELEASE AGENT	850.82
				\$850.82
GRAFFITI PROTECTIVE COATINGS INC.	1005-1218	111-8095-431.56-75	GRAFFITI SERVICE 12/2018	32,350.00
				\$32,350.00
GRAINGER	9027954545	741-8060-431.43-20	PW WALL CLOCK PURCHASE	101.25
	9036016161	741-8060-431.43-20	FLEET TIRE PATCHING SUPPL	32.08
	9037830156	741-8060-431.43-20	FLEET CORROSION INHIBITOR	61.25
	9038436102	741-8060-431.43-20	PRESSURE WASHER LIGHTS	87.71
				\$282.29
HAROLD GOMEZ	1/24/2019	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00
HASA, INC.	627761	681-8030-461.41-00	HYPOSODIUM CHLORIDE	251.30
	627762	681-8030-461.41-00	HYPOSODIUM CHLORIDE	151.81
	628206	681-8030-461.41-00	HYPOSODIUM CHLORIDE	167.54
	628207	681-8030-461.41-00	HYPOSODIUM CHLORIDE	168.68
	628731	681-8030-461.41-00	HYPOSODIUM CHLORIDE	117.27
	628735	681-8030-461.41-00	HYPOSODIUM CHLORIDE	253.02
	628736	681-8030-461.41-00	HYPOSODIUM CHLORIDE	335.07
				\$1,444.69
HAZEL BRICENO	2/2/2019	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-19-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HDL COREN & CONE	0026172-IN	111-9010-419.56-41	CONTRACT SRV PROPERTY TAX	1,937.01
				\$1,937.01
HDS WHITE CAP CONSTRUCTION SUPPLY	10009888335	111-8010-431.61-21	CONCRETE SEALER PURCHASE	972.42
	10009898452	111-8010-431.61-21	CONCRETE SUPPLIES	408.50
				\$1,380.92
HOME DEPOT - PUBLIC WORKS	7901856	111-6010-451.61-20	PARKS & REC SUPPLIES	678.85
	6562818	111-7010-421.61-20	PD SUPPLIES	9.78
	7084207	111-7040-421.61-31	PD SUPPLIES	175.30
				\$863.93
HUMBERTO GIL AGUILERA	70022/71185	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00
IBE DIGITAL	421603	111-9010-419.44-10	CITY CLERK TONER PURCHASE	17.25
				\$17.25
IGLESIAS, LAZARO E	10003-5838	681-0000-228.70-00	WATER BALANCE REFUND	6.13
				\$6.13
IMSA	4/29-5/2/2019	535-8016-431.59-15	TRAFFIC SIGNAL COURSE	690.00
				\$690.00
INFRAMARK LLC	37858	681-8030-461.43-30	REPLACEMENT LINE VALVE	16,460.47
	37860	681-8030-461.43-30	WELL MAIN BREAKER REPLACE	903.38
	37859	681-8030-461.74-10	VANDALIZED METER REPLACE	556.60
				\$17,920.45
IRENE POPE	1/7-1/25/19	111-7010-421.59-15	TRAINING PARKING REIMBURSEMENT	43.20
				\$43.20
J316 BUILDER	2019 JANUARY	111-8022-419.56-41	JANITORIAL SERVICE 1/2019	5,745.81
	2019 JANUARY	111-8023-451.56-41	JANITORIAL SERVICE 1/2019	11,472.56
	2019 JANUARY	111-8024-421.56-41	JANITORIAL SERVICE 1/2019	3,700.84
				\$20,919.21
JATHSON WILLIAM RUIZ	1/24/2019	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00
JCL TRAFFIC	98232	221-8012-429.74-10	PARADE BARRICADE LEGS	1,992.02
				\$1,992.02
JDS TANK TESTING & REPAIR INC	12665	741-8060-431.43-20	GAS PUMP REPAIR	555.00
	12717	741-8060-431.43-20	TANK TESTING 1/2019	135.00
				\$690.00
JERRY'S AUTO BODY, INC.	31169	741-8060-431.43-20	PD CAR BODY REPAIRS	991.23
	31256	741-8060-431.43-20	PD TRAILER REPAIRS	475.83
				\$1,467.06
JIMENEZ'S BRAKES & ALIGNMENTS INC	44508	741-8060-431.43-20	WHEEL ALIGNMENT SERVICE	60.00
				\$60.00
JK CONSTRUCTION	1437	239-0000-206.00-00	HOME REHAB-4137 CUDAHY ST	375.00
				\$375.00
JOE COVARRUBIAS	1/26-1/29/19	111-6030-451.33-90	REFEREE SERVICES	216.00
				\$216.00

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JOHN L RAINALDI	FY2018-19	111-0000-115.30-20	TAX LIEN COLLECTION	107,652.91
	FY2018-19	111-0000-318.10-00	TAX LIEN COLLECTION	-14,533.14
	FY2018-19	111-0000-395.10-00	TAX LIEN COLLECTION	-10,765.29
				\$82,354.48
KAFCO SALES CO.	409624	111-8010-431.61-21	PW STREET STAFF GLOVES	248.06
				\$248.06
KONICA MINOLTA BUSINESS SOLUTIONS	256721197	111-0110-411.43-05	COUNCIL COPIER LSE 1/2019	105.22
	256721197	111-0210-413.43-05	ADMIN COPIER LSE 1/2019	105.22
	256720448	111-7010-421.44-10	PD ADMIN COPIER LSE 1/19	210.44
	256720814	111-7010-421.44-10	PD ANNEX COPIER LSE 1/19	66.64
	256720904	111-7010-421.44-10	PD PATROL COPIER LSE 1/19	210.44
	256721108	111-7010-421.44-10	PD JAIL COPIER LSE 1/19	139.36
	256720806	111-7030-421.44-10	PD DETECTIVE COPIER 1/19	298.91
	256720539	111-7040-421.44-10	PD RECORDS COPY LSE 1/19	379.63
	256721003	111-7040-421.44-10	PD RECORDS COPY LSE 1/19	298.91
	256720531	111-9010-419.43-15	FINANCE COPIER LSE 1/2019	280.66
	256720536	111-9010-419.43-15	FINANCE COPIER LSE 1/2019	359.99
LACMTA	103190	219-8085-431.58-50	METRO TAP CARDS 12/2018	3,660.00
				\$3,660.00
LAN WAN ENTERPRISE, INC	62628	111-6020-451.61-35	P&R COORDINATOR COMPUTER	1,494.80
	62977	111-7010-421.56-41	PD 911 PHONE SERVICE	780.00
				\$2,274.80
LB JOHNSON HARDWARE CO #1	701394	741-8060-431.43-20	PW SHOP SUPPLY-SQUEEGES	37.21
				\$37.21
LEAGUE OF CALIFORNIA CITIES	189290	111-0240-466.59-15	MEMBERSHIP DUES 2019	17,890.00
				\$17,890.00
LGP EQUIPMENT RENTALS INC	108081	111-8010-431.44-10	BOOM LIFT RENTAL	1,966.25
	107740	111-8010-431.61-21	READY MIX CONCRETE PURCHASE	1,571.32
				\$3,537.57
LIEBERT CASSIDY WHITMORE	1471616	111-0220-411.32-70	LEGAL SERVICES 12/31/2018	814.00
				\$814.00
LILIANA GARCIA	10R25814DP38660	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	75.00
				\$75.00
LOS ANGELES TIMES	NOV18-DEC19	111-0110-411.61-20	COUNCIL NEWSPAPER SUBSCRIPTION	125.14
	1/23-3/27/19	121-7040-421.56-14	PD NEWSPAPER SUBSCRIPTION	59.06
				\$184.20
LYNBERG & WATKINS APC	50511	745-9031-413.32-70	3RD PARTY LEGAL 12/3-12/5/2018	5,570.80
				\$5,570.80
M&R FENCING	1/28/19	535-8090-452.43-20	PARK FENCE REPAIR SERVICE	1,285.00
				\$1,285.00
MARGARITA GALVEZ	69835/71294	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00

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MARX BROS FIRE EXTINGUISHER CO INC.	E30617	741-8060-431.43-20	FIRE EXTINGUISHER SRVCS	400.86
				\$400.86
MID CITIES GRANTS LLC	018	239-0260-463.56-41	ADMIN SRVCS - JAN 2019	1,430.00
	018	242-0260-463.56-41	ADMIN SRVCS - JAN 2019	1,155.00
	018	246-0298-463.56-41	ADMIN SRVCS - JAN 2019	7,672.50
				\$10,257.50
MIGUEL LEAL	104212335	741-8060-431.43-20	EQUIPMENT PLATES REIMBURSEMENT	54.00
				\$54.00
NEW CHEF FASHION INC.	937856	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	49.60
	938059	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	132.28
				\$181.88
NOBEL SYSTEMS, INC	14495	283-8040-432.53-10	GIS SEWER DATA PROJECT	7,500.00
				\$7,500.00
O'REILLY AUTO PARTS	2959-465692	741-8060-431.43-20	AUTO BATTERIES	280.73
	2959-466013	741-8060-431.43-20	AUTO TIRE SENSOR	47.90
	2959-466285	741-8060-431.43-20	AUTO DOOR LOCK	106.59
	2959-466290	741-8060-431.43-20	AUTO FUEL PUMP	54.22
	2959-466587	741-8060-431.43-20	AUTO OIL COOLER	96.85
	2959-466589	741-8060-431.43-20	AUTO PADLOCK HINGE	27.15
	2959-466697	741-8060-431.43-20	AUTO TEMPERATURE SENSOR	59.70
	2959-467959	741-8060-431.43-20	AUTO DRILL IMPACT BITS	15.42
	2959-468192	741-8060-431.43-20	AUTO WHEEL LOCK	1,339.81
	2959-468720	741-8060-431.43-20	AUTO WINDOW REGULATOR	155.82
	2959-469011	741-8060-431.43-20	AUTO POWER WINDOW CONTROL	76.86
	2959-469044	741-8060-431.43-20	AUTO BLOWER MOTOR	44.83
	2959-470388	741-8060-431.43-20	AUTO HOOD SUPPORT	436.14
	2959-470398	741-8060-431.43-20	AUTO HEAD LIGHT BULBS	41.83
	2959-470413	741-8060-431.43-20	AUTO BATTERY PURCHASE	135.49
	2959-470459	741-8060-431.43-20	WINDSHIELD WIPER FLUID	59.95
	2959-470521	741-8060-431.43-20	AUTO BIT TOOL SOCKET	13.22
	2959-470699	741-8060-431.43-20	AUTO SPRAY GLUE	27.65
	2959-470701	741-8060-431.43-20	AUTO PARKING SIGNAL	17.79
	2959-470734	741-8060-431.43-20	AUTO SIGNAL LIGHT SOCKET	57.29
	2959-471126	741-8060-431.43-20	AUTO FUEL VAPOR SOLENOID	27.58
	2959-471310	741-8060-431.43-20	AUTO BRAKE PADS	350.74
	2959-472498	741-8060-431.43-20	AUTO TIRE SENSORS	53.69
	2959-472504	741-8060-431.43-20	AUTO HEATER CONNECTOR	11.75
	2959-472545	741-8060-431.43-20	AUTO BRAKE PADS CREDIT	-345.36
	2959-472550	741-8060-431.43-20	AUTO MINI BULB LIGHT	5.47
	2959-472551	741-8060-431.43-20	AUTO MINI BULB LIGHT	5.47
	2959-472631	741-8060-431.43-20	AUTO HEATER HOSE ASSEMBLY	36.72
	2959-472841	741-8060-431.43-20	AUTO WHEEL NUT COVER	31.42

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O'REILLY AUTO PARTS	2959-472843	741-8060-431.43-20	AUTO SPARK PLUGS	209.98
	2959-472884	741-8060-431.43-20	AUTO HEATER CONNECTOR	-11.67
	2959-473148	741-8060-431.43-20	WINDSHIELD SPRAY PUMP	18.84
	2959-473161	741-8060-431.43-20	AUTO AIR BAG LAMP	47.36
	2959-473164	741-8060-431.43-20	AUTO OIL STABILIZER SEAL	123.37
	2959-473210	741-8060-431.43-20	AUTO STOP LIGHT LENS	90.97
	2959-473534	741-8060-431.43-20	AUTO WINDSHIELD MOTOR	134.78
	2959-473589	741-8060-431.43-20	AUTO SPARK PLUGS	88.02
	2959-473594	741-8060-431.43-20	AUTO IGNITION COIL	140.55
	2959-474649	741-8060-431.43-20	AUTO WIPER BLADES	59.68
				\$4,174.60
OEM AUTO PAINT SUPPLIES	117677	535-8090-452.61-20	TRASH RECEPTACLE PAINT	306.71
				\$306.71
OK PRINTING DESIGN & DIGITAL PRINT	1191	681-3022-415.61-20	WATER DOOR HANGERS	434.50
				\$434.50
OLIVAREZ MADRUGA, LLP	5809	111-0220-411.32-70	LEGAL SERVICES-12/2018	1,775.00
				\$1,775.00
ORANGE COUNTY SHERIFF'S DEPT	4/15-4/19/19	111-7010-421.59-15	PD TRAFFIC COLLISION CRSE	175.00
				\$175.00
ORIENTAL TRADING COMPANY, INC.	694512382-01	111-6010-451.61-20	P&R ADMIN SUPPLIES	49.32
				\$49.32
OSUNA SINALOA AUTO GLASS CORP	I000742	741-8060-431.43-20	WINDSHIELD REPAIR & TINT	410.00
				\$410.00
PACIFIC PRODUCTS & SERVICES LLC	24369	221-8012-429.61-20	TRAFFIC SIGN POLES/ANCHORS	1,972.10
				\$1,972.10
PENSKE CHEVROLET	231425	741-8060-431.43-20	AUTO SEAT RECLINER HANDLE	28.45
	231888	741-8060-431.43-20	AUTO FUEL PUMP & RELAY	314.02
	232614	741-8060-431.43-20	AUTO SELECTOR SWITCH	94.42
				\$436.89
PETE CARRILLO JR	1/22-2/2/19	111-6030-451.33-90	REFEREE SERVICES	216.00
				\$216.00
PIEKARSA, DARMADI	21391-11628	681-0000-228.70-00	WATER BALANCE REFUND	130.68
				\$130.68
PIRTEK COMMERCE SOUTH	S2866516.001	741-8060-431.43-20	TRACTOR REPAIR SERVICE	830.80
				\$830.80
PRAXAIR	86533490	741-8060-431.43-20	FLEET SHOP WELDING GAS	121.34
				\$121.34
PRO FORCE LAW ENFORCEMENT	367583	111-7010-421.74-10	PD BULLET PROOF VESTS	2,480.47
	367583	233-7010-421.74-10	PD BULLET PROOF VESTS	2,480.47
				\$4,960.94
PRUDENTIAL OVERALL SUPPLY	52217692	111-6010-452.43-20	MAT CLEANING SRVC 2/5/19	132.81
	52213959	111-7010-421.56-41	MAT CLEANING SRVC 1/24/19	21.28
				\$154.09

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PSYCHOLOGICAL CONSULTING ASSOC, INC	523552	111-7022-421.56-41	PD PRE-EMPLOYMENT EVALS	400.00
				\$400.00
PVJOBS	69380/71189	111-0000-228.20-00	P&R DEPOSIT REFUND	250.00
				\$250.00
R&P WOOD PRODUCTS INC	201993	535-8090-452.61-20	LANDSCAPE-TREE STAKES	1,642.50
				\$1,642.50
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0668404-IN	741-8060-431.43-20	PW YARD GATE TRANSMITTERS	220.50
				\$220.50
RICOH USA, INC.	5055676893	111-6010-451.56-41	P&R COPIER LSE 1/19-2/18	139.76
				\$139.76
RIO HONDO COLLEGE	S19-51-ZHPK	111-7010-421.59-15	PD FIELD TRAINING COURSE	38.00
				\$38.00
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0000005	111-7010-421.59-15	PD EVOC COURSE	1,000.00
	BCTC0011494	111-7010-421.59-15	PD FIELD TRAINING	130.00
	BTC0009797	111-7010-421.59-15	PD SUPERVISORY COURSE	277.00
				\$1,407.00
S & S WORLDWIDE, INC.	10608333	111-6020-451.61-35	P&R AFTER SCHOOL SUPPLIES	284.25
				\$284.25
SAN DIEGO REGIONAL TRAINING CENTER	4/8-4/12/2019	111-7010-421.59-15	PD RECORDS CLERK COURSE	525.00
				\$525.00
SARAHANG CONSTRUCTION INC	471	246-0000-206.00-00	LEAD SRVCS-6823 MARBRISA	2,787.33
	473	246-0000-206.00-00	LEAD SRVC-6815 HOOD AVE	1,187.50
	476	246-0000-206.00-00	RETENTION-6700 HOLLENBECK	1,346.85
	478	246-0000-206.00-00	RETENTION-6321 GENTRY ST	722.50
	L0834652256	246-0000-206.00-00	LEAD SRVCS-6823 MARBRISA	36.02
	475	246-0298-463.73-10	LEAD SRVCS - 6700 HOLLENBECK	25,590.15
	477	246-0298-463.73-10	LEAD SRVCS - 6321 GENTRY	13,727.50
				\$45,397.85
SERGIO ZARAGOZA	01/31/2019	111-6030-451.61-35	REFEREE SERVICES	108.00
				\$108.00
SMART & FINAL	022942	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES 1/30/19	68.27
	036478	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES 1/31/19	27.73
				\$96.00
SO CAL CONSTRUCTION SERVICES	SC1622	246-0000-206.00-00	RETENTION-6341 BISSELL ST	390.95
	SC1622	246-0298-463.73-10	LEAD SRVC-6341 BISSELL	7,428.05
				\$7,819.00
SONSRAY MACHINERY, LLC	P25973-03	741-8060-431.43-20	TRACTOR STARTER UNIT 201	370.57
				\$370.57
SOURCE ONE OFFICE PRODUCTS, INC.	WO-39708-1	111-1010-411.61-20	CITY CLERK COPY PAPER	111.46
	WO-39708-1	111-3010-415.61-20	FINANCE INK STAMP REFILL	2.48
	WO-39708-1	111-5010-419.61-20	COMM DEV COPY PAPER	78.01
	WO-39708-1	111-7010-421.61-20	PD COPY PAPER PURCHASE	297.23
				\$489.18

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SOUTHERN CALIFORNIA EDISON	12/20-1/22/2019	111-8022-419.62-10	VARIOUS SERVICE LOCATIONS	1,752.05
	1/5-2/5/2019	221-8014-429.62-10	PACIFIC BLVD TRAFFIC SIGNALS	47.22
	12/5-1/05/19	221-8014-429.62-10	TRAFFIC SIGNALS VARIOUS LOCATION	3,170.16
	1/4-2/4/2019	231-8010-415.62-10	VARIOUS SERVICE LOCATIONS	582.39
	1/4-2/4/2019	535-8016-431.62-10	VARIOUS SERVICE LOCATIONS	61.21
	12/26-1/25/19	535-8016-431.62-10	STREET LIGHT ACCOUNT	41.05
				\$53,773.91
SPARKLETTS	15142085 013119	111-0110-411.66-05	COUNCIL WATER SERVICE 1/2019	100.72
	15142085 013119	111-0210-413.61-20	CM ADMIN WATER 1/2019	100.73
	15142085 013119	111-1010-411.61-20	CITY CLERK WATER 1/2019	1.00
	15142085 013119	111-3010-415.61-20	FINANCE DEPT WATER 1/2019	67.25
	15142085 013119	111-5010-419.61-20	COMMUNITY DEV 1/2019	30.24
	15142085 013119	111-5055-419.61-20	CODE ENFORCEMENT 1/2019	30.23
	15142085 013119	111-6010-451.56-41	P&R WATER SERVICE 1/2019	59.59
	15142085 013119	111-8020-431.61-20	PW ADMIN WATER SERVICE 1/2019	96.22
	15142085 013119	111-8080-431.61-20	PW ENGINEERING 1/2019	30.24
				\$516.22
STAPLES ADVANTAGE	8053150308	111-0110-411.53-10	COUNCIL SUPPLIES 1/2019	-12.39
	8053150308	111-0210-413.61-20	CM ADMIN SUPPLIES 1/2019	202.43
	8053150308	111-1010-411.61-20	CITY CLERK SUPPLIES 1/2019	381.03
	8053150308	111-3010-415.61-20	FINANCE DEPT SUPPLIES 1/2019	488.99
	8053150308	111-5010-419.61-20	COMMUNITY DEV SUPPLIES 1/2019	110.24
	8053150308	111-6010-451.61-20	PARKS & REC SUPPLIES 1/2019	929.18
	8053150308	111-6020-451.61-35	PARKS & REC SUPPLIES 1/2019	272.67
	8053150308	111-7010-421.61-20	PD OFFICE SUPPLIES 1/2019	57.07
	8053150308	111-7030-421.61-20	PD OFFICE SUPPLIES 1/2019	858.95
	8053150308	111-7040-421.61-33	PD OFFICE SUPPLIES 1/2019	60.63
	8053150308	121-7040-421.56-14	PD OFFICE SUPPLIES 1/2019	1,100.61
				\$4,449.41
STATEWIDE TRAFFIC SAFETY AND SIGNS	02016961	224-7115-421.61-20	PD TRAFFIC CONES	1,521.48
				\$1,521.48
SUPERCO SPECIALTY PRODUCTS	PSI271925	535-8090-452.61-20	TRASH RECEPTACLES PAINT	306.71
				\$306.71
SUSAN CRUM	1/23/2019	111-0240-466.55-42	HOMELESS EVENT INTERNET EXPENSE	40.00
				\$40.00
TOTAL CLEAN	C48697	741-8060-431.43-20	PRESSURE WASHER PARTS	521.57
				\$521.57
TRI-TECH FORENSICS INC	168326	111-7040-421.61-33	PD EVIDENCE SUPPLIES	760.00
				\$760.00
U.S. HEALTH WORKS	3462164-CA	111-2030-413.56-41	MEDICAL SERVICES 1/9-1/10	575.50
				\$575.50
UNDERGROUND SERVICE ALERT OF SO CAL	120190129	221-8014-429.56-41	UNDERGROUND ALERTS 1/19	194.80
				\$194.80

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UPS	F911X6039	111-7010-421.61-20	PD SHIPPING 1/12/2019	1.72
				\$1.72
VALLARTA COLLISION & BODY SHOP INC.	40286	741-8060-431.43-20	AUTO BODY REPAIR SERVICE	1,900.00
	4251	741-8060-431.43-20	PD VEHICLE REPAINT	1,999.93
				\$3,899.93
VERIZON WIRELESS	9823312889	111-6010-419.53-10	P&R SIM CARD SERVICE 1/1-2/1/19	38.01
	9823312889	111-8010-431.53-10	PW CELL SERVICE 1/1-2/1/19	839.08
	9823312889	681-8030-461.53-10	PW WATER DEPT SERVICE 1/1-2/1/19	114.03
				\$991.12
VIZION'S WEST, INC.	18-1058.1	246-0000-206.00-00	LEAD SRVC-7052 STATE ST	396.75
	18-1059.1	246-0000-206.00-00	LEAD SRVC-6604 TEMPLETON	553.65
	18-1102.1	246-0000-206.00-00	RETENTION-6302 BENSON ST	570.75
	18-1102	246-0298-463.73-10	LEAD SRVC-6302 BENSON ST	10,844.25
				\$12,365.40
VULCAN MATERIALS COMPANY	72082813	111-8010-431.61-21	ASPHALT PATCHING SUPPLIES	446.84
	72087992	111-8010-431.61-21	ASPHALT PATCHING SUPPLIES	368.00
	72087993	111-8010-431.61-21	ASPHALT PATCHING SUPPLIES	799.63
				\$1,614.47
WALTERS WHOLESALE ELECTRIC COMPANY	S112306010.001	111-8023-451.43-10	COMPUTER CABLE, LAMP	838.84
	S112410177.001	111-8023-451.43-10	KELLER PARK PIPE REPAIR	6.77
	S111765769.001	535-8016-431.61-45	STREET ELECTRICAL SUPLIES	1,608.28
	S112228104.001	535-8016-431.61-45	STREET ELECTRICAL SUPLIES	364.46
	S112307517.001	535-8016-431.61-45	STREET ELECTRICAL SUPLIES	122.69
				\$2,941.04
WATER REPLENISHMENT DISTRICT	12/31/2018	681-8030-461.41-00	WATER ASSESSMENT 12/2018	57,152.01
				\$57,152.01
WELLS FARGO	1/28/2019	111-0110-411.61-20	FINANCE CHARGE 1/28/2019	54.02
	24231680PRBGHSR	111-0110-411.61-20	CITY COUNCIL OFFICE SUPPLIES	35.78
	244921509S16636	111-0110-411.61-20	COUNCIL PRESENTATION SUPPLIES	197.82
	24692160A2XGRGY	111-0110-411.61-20	COUNCIL STATIONARY SUPPLIES	7.45
	24692160A2XN2EM	111-0110-411.61-20	COUNCIL STATIONARY SUPPLIES	29.67
	24692160Q2XN7T4	111-0110-411.61-20	COUNCIL STATIONARY SUPPLIES	6.96
	24692160Q2XPM7K	111-0110-411.61-20	COUNCIL STATIONARY SUPPLIES	28.92
	2490641W1YPP8MR	111-0110-411.61-20	CITY PROMOTIONAL SUPPLIES	285.90
	24231680PRBGHSR	111-0110-411.66-05	ADMIN OFFICE SUPPLIES	11.99
	24431060B61FJZM	111-0110-411.66-05	COUNCIL MEETING EXPENSE	45.00
	24755420G3T74KR	111-0110-411.66-05	COUNCIL MEETING EXPENSE	98.73
	24040680RS66GT7	111-0240-466.55-42	COUNCIL HOMELESS EVENT EXPENSE	6.90
	24040680RS66GTW	111-0240-466.55-42	COUNCIL MEETING EXPENSE	98.90
	24231680RRBGHP4	111-0240-466.55-42	COUNCIL HOMELESS EVENT EXPENSE	21.23
	24445000R00X8AF	111-0240-466.55-42	COUNCIL HOMELESS EVENT EXPENSE	7.67
	24492150HS1END9	111-2030-413.59-15	HR CONFERENCE REGISTRATION	1,000.00
				\$1,936.94

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-19-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WHITTIER FERTILIZER CO.	341452	535-8090-452.61-20	TREE MULCH PURCHASE	1,510.43
				\$1,510.43
XEROX CORPORATION	095942000	111-8020-431.43-05	PW COPIER LEASE 12/21-1/21/19	102.00
	095942000	285-8050-432.43-05	PW COPIER LEASE 12/21-1/21/19	102.01
	095942000	681-8030-461.43-05	PW COPIER LEASE 12/21-1/21/19	102.01
				\$306.02
YAIID MORENO	1/12/19	111-6030-451.33-90	REFEREE FEES	108.00
				\$108.00
YASMIN CRUZ	71004/71211	111-6060-466.33-20	CONTRACT INSTRUCTOR	304.00
	71012/71121	111-6060-466.33-20	CONTRACT INSTRUCTOR	152.00
	71013/71122	111-6060-466.33-20	CONTRACT INSTRUCTOR	121.60
	71014/71177	111-6060-466.33-20	CONTRACT INSTRUCTOR	152.00
				\$729.60
				\$1,284,267.17

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RESOLUTION NO. 2019-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK CALIFORNIA AMENDING RESOLUTION NO. 2018-02, AMENDING REPEALING ALL PRIOR RESOLUTIONS ESTABLISHING PROVISIONS OF THE CITY OF HUNTINGTON PARK'S CONFLICT OF INTEREST CODE CODE AND ADOPTING A NEW CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT

WHEREAS, the City of Huntington Park California in accordance with the Political Reform Act, is required to adopt, promulgate and take action regarding the City's conflict of interest code; and

WHEREAS, the City of Huntington Park California wishes to amend-repeal all Resolutions No. 2018-02, amending comprising the existing Conflict of Interest Code for the City of Huntington Park; and

WHEREAS, the City of Huntington Park California wishes to incorporate by reference 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Conflict of Interest Code

The Political Reform Act. Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

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3 **SECTION 2:** Repeal-Amend

4 The City of Huntington Park hereby ~~amends~~~~repeals all other prior~~ Resolution No.
5 2018-02, amendings and amendments that form the City of Huntington ~~Park-Park's~~ Conflict
6 of Interest Code ~~in effect prior to the adoption of the Conflict of Interest Code herein.~~

7 **SECTION 3:** Adoption

8 The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly
9 adopted by the Fair Political Practices Commission are hereby incorporated by reference,
10 along with the attached Appendix A in which Public Officials and Employees are designated
11 and Appendix B in which Disclosure Categories are set forth, to constitute the Conflict of
12 Interest Code of the City of Huntington Park which is considered the "Agency" within the
13 purview of this Code.

14 **SECTION 4:** Statements

15 Designated employees shall file their statements with the City Clerk, who shall be and
16 perform the duties of filing officer for the City of Huntington Park. Statements will be available
17 for inspection and reproduction pursuant to Government Code Section 81008.

18 **SECTION 5:** Public Officials and Employees Designated

19 Attached as Appendix A to this Resolution and incorporated by reference herein is
20 the list of Public Officials and Employees designated and covered by this code.
21

22 **SECTION 6:** Disclosure Categories

23 Attached as Appendix B to this Resolution and incorporated by reference herein are
24 the Disclosure Categories of this code.
25

26 **SECTION 7:** Savings Clause

27 Any change provided for in this Conflict of Interest Code shall not affect or excuse
28

1 any offense or act committed or done or omission or any penalty or forfeiture incurred or
2 accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or
3 proceeding pending or any judgment rendered in connection with any other Conflict of
4 Interest Code.

5 **SECTION 8:** Effective Date

6 This Resolution shall take effect immediately upon its adoption by the City Council,
7 and the City Clerk shall certify the vote adopting this resolution.
8

9
10 **PASSED, APPROVED AND ADOPTED** this 19th day of February,
11 2019.

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14 _____
Jhonny Pineda, Mayor

15 ATTEST:

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19 Donna G. Schwartz, CMC
City Clerk
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CITY OF HUNTINGTON PARK
Conflict of Interest Code
APPENDIX "A"

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file disclosure statements:

- Mayor
- City Council
- City Manager
- City Attorney
- City Clerk
- Director of Finance/Administrative Services
- Planning Commissioners

Note: All of the above are category 1 filers

List of Members required to file disclosure statements:

- Civil Service Commission
- Health and Education Commission
- Historic Preservation Commission
- Parks & Recreation Commission

Note: All Boards and Commissions Are Category 1 filers

List of Designated Employees and Disclosure Category

Department/Position	Disclosure Category
Office of the City Manager	
Executive Assistant to City Manager	1
Sr. Management Analyst	
Office of the City Clerk	
Jr. Deputy City Clerk	1
Community Development Department	
Associate Planner	1, 6
Assistant Planner	
Building Inspector	1, 6
Building Official	1, 6
Code Enforcement Officer	1, 6
Code Enforcement Supervisor	1, 6
Director of Community Development	1, 4, 6, 7
Economic Development Manager	1, 4, 6, 7
Permit Technician	1, 6
Project Manager	1, 6

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Senior Planner	1, 6
Finance Department	
Finance Manager	1, 4
Business License Code Enforcement Officer	1,6
<u>Budget Analyst</u>	
Human Resources	
Human Resources Director	8, 9
Parks and Recreation Department	
<u>Community Services Supervisor</u>	
Director of Parks and Recreation	1, 4, 7
<u>Management Analyst</u>	
<u>Recreation Manager</u>	
Police Department	
Chief of Police	1, 4
Community Service Officer	1, 6
Police Lieutenant	1, 4
Public Works Department	
Management Analyst	1, 4, 6
City Engineer	1, 4, 6
Director of Public Works	1, 4, 6
Public Works Superintendent	1, 4, 6
Consultants	
1	
<p>The law requires consultants and new positions that make or participate in making governmental decisions to file under the broadest disclosure category in the agency's conflict of interest code the consultant or new position works for. If the new position or consultant performs limited duties, the agency may tailor the disclosure requirements to the duties performed.</p>	

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**CITY OF HUNTINGTON PARK
CONFLICT OF INTEREST CODE
APPENDIX "B"**

DISCLOSURE CATEGORIES

Definition

"Unit" as used in this text means the particular department, board, commission, office or other entity using the disclosure category.

Category

1. All investments, business positions, sources of income, including gifts, loans, and travel payments, and interests in real property located in the jurisdiction, including property located within a two-mile radius of any property owned or used by the City.
2. All investments, business positions and sources of income, including gifts, loans, and travel payments.
3. All interests in real property located in the jurisdiction, including property located within a two-mile radius of any property owned or used by the City.
4. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the City
5. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the employee's unit or area of authority.
6. All investments and business positions in business entities and income from sources engaged in construction, development, building or material supply, including public works projects.
7. All investments, business positions, and sources of income, including gifts, loans, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City of Huntington Park.
8. All investments and business positions in, and income from business entities or employment agencies which provide employment or pre-employment services. Services include, but are not limited to testing, training, consulting, job classification studies and salary surveys.
9. Investments and business positions in, and income from business entities which are the type to provide any of the various types of employee insurance coverage and/or actuarial services.

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, February 19, 2019

PUBLIC HEARING

CITY MANAGER

- 4. Options/Alternatives/Response to Governor Newsom's Comment Regarding Huntington Park's Commitment to Affordable Housing**

- Discussion and/or Action -



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

February 19, 2019

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 THE 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$29,495;
2. Designate the Chief of Police as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Appropriate the amount of \$29,495 in account number 227-7116-421.74-10 in the City's FY 2018-19 Budget for police equipment purchases as specified within this report.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Huntington Park Police Department has been awarded funding from the 2017 Local Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Police Department intends to utilize these 2017 JAG funds for the following:

1. Purchase equipment – A total of six Taser® X26P brand Electronic Control Devices (ECD's) and Taser Holsters at a cost not to exceed **\$7,000.00**. The ECD's will serve as replacement devices for ECD's that are beyond their recommended useful service life.
2. Purchase equipment – A total of forty-four patrol handguns at a cost not to exceed **\$22,495.00**. The new handguns will replace existing patrol handguns that are beyond their recommended useful service life and not consistent in the model and caliber assigned to the sworn personnel.

CONSIDERATION AND APPROVAL OF ACCEPTANCE OF THE 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING

February 19, 2019

Page 2 of 3

The JAG funding will facilitate the purchase of force options equipment (ECD's/Tasers) for police officers to reduce significant or deadly police use of force incidents. Additionally, the JAG funding will facilitate the purchase of patrol handguns, which are essential in the field by police officers to support patrol operation and secure police officer safety. The patrol handguns were chosen because it is a highly reliable and accurate defensive firearm. The tasers and handguns will provide officers with a tactical advantage in the line of duty.

The 2017 Local Edward Byrne Memorial Justice Assistance Grant (JAG) is not a competitive grant process. As part of the Consolidated Appropriations Act of 2005, the 108th Congress merged the discretionary Edward Byrne Memorial Grant Program with the formula-based Local Law Enforcement Block Grant (LLEBG) program to establish the Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Bureau of Justice Assistance (BJA) administers the JAG program, and the Bureau of Justice Statistics (BJS) calculates the JAG formula-based award amounts using specifications outlined in the legislation.

In determining local award allocations, the BJS considers the 3-year violent crime averages on which local awards are based. These crime averages are computed using data published by the FBI's Uniform Crime Reporting (UCR) Program. To be eligible, a jurisdiction must have provided to the UCR a count of the number of violent crimes known to law enforcement each year for a minimum of 3 years in the last 10 years. Jurisdictions that have not reported data for at least 3 of the last 10 years are excluded from the calculations and cannot receive an award.

Based on the factors used to determine the local allocations, Huntington Park is to receive an award of \$29,495. It should be noted, that allocations over recent years have been declining steadily.

FISCAL IMPACT/FINANCING

The JAG funds will support Huntington Park Police Department equipment and operational needs that may otherwise require use of the General Fund. No matching funds are required to receive the funds. JAG awards fund on a reimbursement basis. Agencies receiving JAG awards must spend funds to complete approved projects, and submit for the reimbursement once projects are completed.

Staff is requesting the appropriation of \$29,495 in the City's FY 2018-19 Budget: Note: This is a multi-year grant that is good until September 30, 2020.

Fiscal Year 2018-19	Account Number	Amount
Equipment	227-7116-421.74-10	\$29,495.00
	Total	\$29,495.00

CONSIDERATION AND APPROVAL OF ACCEPTANCE OF THE 2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING

February 19, 2019

Page 3 of 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

While the BJA states applicants must document the JAG opportunity was made available to citizens for comment prior to application submission, past experience indicates BJA accepts this opportunity be provided after the grant application has been submitted. Moreover, our grant application reflects this opportunity is provided during the City Council meeting in which the item is presented for approval, with information posted in advance of the scheduled meeting.

CONCLUSION

Upon Council approval, the recommended actions will be implemented.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Award Letter

ATTACHMENT "A"



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

November 2, 2018

Chief Cosme Lozano
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Chief Lozano:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$29,495 for City of Huntington Park.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Andera Hawkins, Program Manager at (202) 514-3904; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Matt Dummennuth".

Matt Dummennuth
Principal Deputy Assistant Attorney General

Enclosures

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



February 19, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 (CALL FOR PROJECTS ID# F7312)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a construction contract to Elecnor Belco Electric, Inc. as the lowest responsible, responsive bidder, for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 (Call for Projects ID# F7312) for a not-to-exceed amount of \$911,252;
2. Authorize the City Manager execute the construction contract agreement and professional services agreement; and
3. Approve budget appropriation in an amount of \$9,552.93 to account number 207-8016-429.73-10 and \$11,914.07 to account number 209-8010-431.73-10.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 (Call for Projects ID# F7312), "Project", proposes the synchronization of ten signalized intersections, reconfiguration of traffic lanes to allow dual turning lanes at specific intersections and the installation of three changeable message signs along Pacific Boulevard. The signal upgrades include controller cabinet replacements, new mast arms at five of the ten locations, video activated traffic controllers and synchronization of the signalized mid-block pedestrian crossings on Pacific Boulevard. The ten signalized intersections are:

1. State Street/Randolph Street
2. Pacific Boulevard/Belgrave Avenue
3. Pacific Boulevard/Randolph Street

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 (CALL FOR PROJECTS ID# F7312)

February 19, 2019

Page 2 of 4

4. Pacific Boulevard/Clarendon Avenue
5. Pacific Boulevard/Zoe Avenue
6. Pacific Boulevard/Saturn Avenue
7. Miles Avenue/Belgrave Avenue
8. Miles Avenue/Randolph Street
9. Miles Avenue/Zoe Avenue
10. Miles Avenue/Saturn Avenue

Infrastructure Engineer was awarded the design phase of the project at the February 6, 2018 City Council meeting. On June 12, 2018, the City received the executed amendment to the Funding Agreement from the Los Angeles County Metropolitan Transportation Authority (Metro), which provided an additional \$249,057 in Proposition C 25% Metro funds. On November 20, 2018, City staff requested City Council acceptance of the Project plans, specifications and engineer's estimate (PS&E) and requested City Council authorization to advertise the project and publish the Notice Inviting Bid (NIB).

On December 7, 2018, the City published the NIB in a local newspaper of general circulation in accordance with California Public Contract Code and the City's Purchasing Manual. On January 16, 2019, the City Clerk's Office publicly opened and reviewed the bids and identified the apparent low bidder. The City received six (6) sealed bids and the order of ranked commences from the lowest responsive bid:

Bidder (lowest bid first)	Total Bid Shown on Bidder's Proposal
Elecnor Belco Electric, Inc.	\$911,252.00
Alfaro Communications Construction, Inc.	\$1,131,800.00
Comet Electric, Inc.	\$1,192,722.00
Econolite Systems, Inc.	\$1,280,765.20
California Professional Engineering, Inc	\$1,422,400.00
DBX, Inc.	\$1,451,906.00

A bid analysis was conducted to ensure the lowest, responsible bid met all state and local requirements and based on the investigation, staff's recommendation is to award the Project to Elecnor Belco Electric, Inc.

LEGAL REQUIREMENT

Public Contract Code sections 20161 and 20162 mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud and corruption in the awarding of public contracts.

The City Attorney's Office will review the construction contract and agreement in conformance with all applicable State, local and public contracting codes and will consent for proper execution by the City Manager.

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 (CALL FOR PROJECTS ID# F7312)

February 19, 2019

Page 3 of 4

FISCAL IMPACT/FINANCING

The Los Angeles County Metropolitan Transportation Authority (Metro) awarded the City \$936,927 from the 2013 Call for Projects (CFP) grant program and part of the program requirement was a local match; City’s local match \$249,057. On February 6, 2018, the City Council approved the use of Metro Federal Transportation Earmark Exchange Program (Program) to pay for the local match. The Program allows the City to exchange their remaining federal transportation earmark dollar amount with Metro for local funds. In doing so, the City was able to strategically repurpose unused federal transportation earmark funds towards the completion of the project. The total Metro grant allocation is \$1,185,984 to design, manage and construct the Project.

The FY 2017-18 budget allocated \$368,000 from account number 207-8016-429.73-10 and \$97,901 (local match) from account number 209-8010-431.73-10 to commence the project. The FY 2018-19 adopted budget carried over FY 2017-18 adopted budget and allocated \$922,305 from account number 207-8016-429.73-10 and \$235,795 from account number 209-8010-431.73-10.

The total project budget is shown below as itemized in the executed Memorandum of Understanding (MOU) FA# 92000000F7312 dated 6/11/2018 (On file in the Office of the City Clerk).

Project Budget				
Items	Metro Grant Allocations	City Allocated Amounts	Account Number 207-8016.429-73-10	Account Number 209-8010-431.73-10
Design Engineering*	\$64,440	\$64,440	\$50,907.60	\$13,532.40
Construction Engineering & Management	\$126,450	\$126,450	\$99,895.50	\$26,554.50
Project Administration	\$58,167	\$51,750	\$40,882.50	\$10,867.50
Construction	\$843,000	\$911,252	\$719,889.08	\$191,362.92
Construction Contingency	\$93,927	\$25,675**	\$20,283.25	\$5,391.75
Total =	\$1,185,984	\$1,179,567	\$931,857.93	\$247,709.07

* Design Engineering was awarded to Infrastructure Engineering at the 2/6/18 City Council meeting. \$64,440 was encumbered for this task.

** Less than 10% Construction Contingency.

Staff requests City Council authorization to allocate the appropriate amounts as stated in recommendation three (3) in Accounts No. 207-8016.429-73-10 and 209-8010-431.73-10. This project is 100% reimbursable project as long as the project remains within budget.

CONCLUSION

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT
FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED
IMPROVEMENT PROJECT CIP 2018-05 (CALL FOR PROJECTS ID# F7312)**

February 19, 2019

Page 4 of 4

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

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Construction Bids
- B. Elecnor Belco Electric, Inc. Draft Agreement

ATTACHMENT "A"



CONTRACTOR SERVICES AGREEMENT

Elecnor Belco Electric, Inc. for the
Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **5th day of February 2019** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Elecnor Belco Electric, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall commence on **February 11, 2019 to August 30, 2019**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY'S ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$911,252** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension

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

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

II. PERFORMANCE OF AGREEMENT

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

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

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

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

CONTRACTOR'S profession.

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

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

III. INSURANCE

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

less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

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

IV. INDEMNIFICATION

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

Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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

V. TERMINATION

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

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

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

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

owed to CONTRACTOR under this Agreement for completed services and tasks.

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

VI. MISCELLANEOUS PROVISIONS

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

CONTRACTOR:

Elecnor Belco Electric, Inc.
14320 Albers Way
Chino, CA 91710
John Wong, Vice President
Phone (909) 993-5470

CITY:

City of Huntington Park
Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Daniel Hernandez
Phone: (323) 584-6320

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

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

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

SULLY-MILLER CONTRACTING CO.:

By: Ricardo Reyes
City Manager

By: John Wong
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

Draft

EXHIBIT "A"

SCOPE OF WORK

ELECNOR BELCO ELECTRIC, INC. BID

Draft

EXHIBIT "B"

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S CONTRACTOR SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (IF ANY)

By signing this form below, the firm certifies that the attached Agreement is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: _____

Title: _____

Signature: _____

Date: _____

Firm Name: _____

EXHIBIT "C"

FALSE CLAIMS FORM

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, _____ am the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

In submitting this proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _ _____

(2) Identity of tribunal or court and case name or number, if any:

(3) Government CONTRACTOR or project involved:

(4) Government agency involved:

(5) Amount of fine imposed:

(6) Exculpatory Information:

DECLARATION

I, , am the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

EXHIBIT "D"

CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a CONTRACTOR within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, , am the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity)
of _____ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

In submitting this Proposal to the City of Huntington Park, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case:

- (2) Court case identification number:
- (3) Jurisdiction in which case was filed:
- (4) Outcome of the case:
- (6) Court case identification number:
- (7) Jurisdiction in which case was filed:

(5) Name of Case:

- (2) Court case identification number:
- (3) Jurisdiction in which case was filed:
- (4) Outcome of the case:
- (6) Court case identification number:
- (7) Jurisdiction in which case was filed:

DECLARATION

I, , am the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity) of _____ (hereinafter, "Proposer"). (Print Name of Proposing Entity) I declare under penalty of perjury that the above information is true and correct. Executed this day of at (month and year) (city and state) By: (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT "B"

Elecnor Belco Electric, Inc.

PROPOSAL

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

December 17, 2018

CITY OF HUNTINGTON PARK

Addendum No. 1

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT METRO FUNDED CFP NO.: F7312 FY 2018/2019 PROJECT NO.: 2018-05

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

Per Section A-2 of the Contract Specifications: *Bidders must hold a valid California Class A Contractor's License.*

The City of Huntington Park will allow a C-10 - Electrical Contractor to submit a formal bid if the C-10 Electrical Contractor conforms/obeys/observes with all applicable requirements as specified in the project plans and specifications.

Per the California Code of Regulations

Title 16, Division 8, Article 3. Classifications

An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.

Authority cited: Sections 7008 and 7059, Reference: Sections 7058 and 7059 (Business and Professions Code)

End of Addendum No. 1

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

By: 
Daniel Hernandez, Director of Public Works

Date: 12/17/18
City of Huntington Park Project

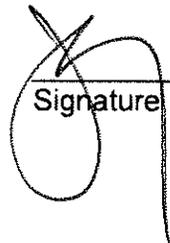
**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

Electro Belco Electric, Inc.
Contractor Name


Signature

, John Wong

12/27/18
Date

Vice President
Title

Hereby acknowledge receipt of Addendum No. 1 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

January 3, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT METRO FUNDED CFP NO.: F7312 FY 2018/2019 PROJECT NO.: 2018-05

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

The bid opening date has been postponed from Wednesday, January 9, 2019 at 2:00 P.M. to **Wednesday, January 16, 2019 at 2:00 P.M.**

Response to Questions from Prospective Bidder(s)

1. (Miles Avenue & Belgrave Ave) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

2. Construction note # 2 & 4, can you please provide a spec for the RCTB Antenna & RCTB Unit that mounts in the cabinet? I could not find one in the RFP or on the construction plans.

Response:

Please replace all references to "RCTV Antenna and RCTB Unit" by "GPS Universal Time Base (UTB) Antenna and Unit". The UTB shall be Traffictec Universal Time Base model M32755, or Agency-approved equal.

The following specification is provided for Universal Time Base (UTB):

General.

UTB for a traffic signal controller shall provide accurate time of day information in a form of an ASCII data stream using a microprocessor-based device. Its accuracy shall be derived from the atomic clocks of the United States government's Global Positioning System (GPS). The UTB shall conform to the following requirements:

- a) The UTB shall come with a Windows based program.
- b) The UTB shall be housed in a plastic enclosure and have 2 mounting flanges for T-6 mounting inside a suitable waterproof cabinet or indoors.
- c) The UTB hardware shall include a GPS receiver with antenna and a microprocessor-based electronic circuit, that reads the GPS time data, accepts user commands, outputs serial data streams via a RS232C interface, at least a 3-foot (900mm) coaxial antenna cable and performs other processing tasks such as determining the day of the year, the day of the week, etc.
- d) The UTB shall be able to accept instructions in the form of "S" (Set) and "Q" (Query) commands.
- e) The "S" commands shall be used to set or adjust the variable settings. The UTB shall include but not be limited to the following "S" commands:
 - i. Sbn -Set Baud Rate. This command is used to change the UTB's serial communication speed. The adjustable speed settings shall be 300, 600, 1200, 2400, 4800, 9600 and 19200 baud where n (variable) = 1 to 7 setting corresponding to the Baud rate selection.
 - ii. Sdn -Set Daylight Savings Time. This command is used to enable or disable the UTB to accommodate Daylight Savings Times where n (variable) = 0 is for disable and 1 is for enable condition.
 - iii. Smn -Set 12- or 24-Hour Time Format. This command is used to specify how the time of the day data will be formatted where n= 0-24 (military) or 1-24 (AM/PM) time.
 - iv. Snn -Set New Line Character. This command is used to select new data stream end if a different ASCII character is required where n =any valid ASCII Char except / :.
 - v. SOn -Set Time Zone. This command is used to select different time zones. The UTB shall have selectable time zones from 0 through 11 zones, the Universal Coordinated Time (UTC) or Greenwich Mean Time (GMT) to different local time zones in the United States where n = 0 - 11 corresponding to time zones from 0 to 11.
- f) The "Q" commands shall be used to request information from the UTB. The UTB shall include, but not be limited to, the following "Q" Commands:
 - i. QD -Query format for YY/MM/DD/Day
 - ii. QT -Query format for time of the day.
 - iii. QC -Query format for date, time, status and day of the week.

Technical.

- a) Physical.
 - i. The dimensions shall be 6 inches long x 3.5 inches wide x 1.5 inches high (150mm x 90mm x 40mm) including mounting flanges.

- ii. The enclosure shall be ABS Plastic, indoor type.
 - iii. The weight shall be 12 ounces(0.34kg) with optional 9V — 48V input circuitry.
 - iv. The storage range shall be from -40° to +185° F (-40° to +85° C).
 - v. The operating range shall be from -22° to +176°F (-30° to +80° C).
 - vi. The connectors shall be D69 for data end +5V regulated input, BNC for antenna coax cable connection, and 2-pole terminal block for external power input.
 - vii. The power shall be +5 VDC regulated at 200mA with optional 9V — 48V AC or DC.
- b) Data Output.
- i. The data availability shall be: date, time, day of week, day of year, and signal status.
 - ii. The serial data output shall be RS-232C (software selectable 300, 600, 1200, 2400, 4800, 9600 or 19200 baud).
 - iii. The output at 1 Pulse per second shall be transistor-transistor logic.
 - iv. The accuracy shall be: 1 PPS output to pin 8, +1 microsecond, RS-232C data + 3 microseconds, measured from the end of data stream, and baud rate compensated.
- c) GPS Receiver/Antenna.
- i. The reception frequency shall be 1.57542 Ghz.
 - ii. The number of satellites tracked shall be up to 8 simultaneously.
 - iii. The antenna shall be weatherproof, powered by GPS receiver, and through bolted with coax cable, 50 ohms impedance.
3. (Miles Avenue & Zoe Ave) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

4. (Miles Avenue & Saturn Ave) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

5. (State Street & Randolph ST) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

6. Can you confirm if equivalentents will be accepted for 332 cabinets, 2070 controllers and video detection?

Response:

As long as they are fully compatible with wireless radio communications system specified in the plans and specifications.

End of Addendum No. 2

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

By: 
Daniel Hernandez, Director of Public Works

Date: 1/4/19

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

Electro Belco Electric, Inc.
Contractor Name

_____, John Wong
Signature

1/4/19
Date

Vice President
Title

Hereby acknowledge receipt of Addendum No. 2 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

BID PROPOSAL

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

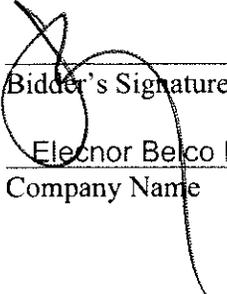
Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	\$ 10,000.00	\$ 10,000.00
2	Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00
3	Furnish and Install 14' Cantilever Changeable Message Sign	EA	3	\$ 47,000.00	\$ 141,000.00
4	Traffic Signing, Striping, Markings and Curb Painting	LS	1	\$ 18,052.00	\$ 18,052.00
5	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Belgrave Avenue	LS	1	\$ 47,000.00	\$ 47,000.00
6	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Randolph Street	LS	1	\$ 57,000.00	\$ 57,000.00
7	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Clarendon Avenue	LS	1	\$ 52,000.00	\$ 52,000.00
8	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Zoe Avenue	LS	1	\$ 54,000.00	\$ 54,000.00
9	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Saturn Avenue	LS	1	\$ 54,000.00	\$ 54,000.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
10	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Belgrave Avenue	LS	1	\$70,000.00	\$70,000.00
11	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Randolph Street	LS	1	\$81,000.00	\$81,000.00
12	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Zoe Avenue	LS	1	\$69,000.00	\$69,000.00
13	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Saturn Avenue	LS	1	\$78,000.00	\$78,000.00
14	Traffic Signal System Upgrade for the Intersection of State Street and Randolph Street	LS	1	\$75,000.00	\$75,000.00
15	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Clarendon Avenue and Gage Avenue	LS	1	\$13,000.00	\$13,000.00
16	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Gage Avenue and Zoe Avenue	LS	1	\$13,000.00	\$13,000.00
17	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Zoe Avenue and Saturn Avenue	LS	1	\$13,000.00	\$13,000.00
18	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Saturn Avenue and Florence Avenue	LS	1	\$13,000.00	\$13,000.00
19	Furnish and Install Wireless Interconnect System	EA	14	\$3,300.00	\$46,200.00
20	Furnish and Install Public Improvement Project Signs	EA	2	\$1,500.00	\$3,000.00
TOTAL AMOUNT BID IN FIGURES					\$ 911,252.00

TOTAL AMOUNT BID IN WORDS:

NINE HUNDRED ELEVEN THOUSAND, TWO
Hundred Fifty two DOLLARS AND zero cents, Dollars

 , John Wong Vice President
Bidder's Signature Title
Elechor Belco Electric, Inc.
Company Name

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
CAT TRACKING INC. 2950 RUBIDOUX BLVD RIVERSIDE, CA 92509 (951) 682-1494	STRIPING

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of Victorville, 14343 Civic Drive, Victorville, CA 92392
Name and Address of Agency
Greg Heldreth 760-243-6360
Name and telephone number of person familiar with project
\$445,220.00 Traffic Signal and Fiber Optics January 2018
Contract amount Type of work Date completed

2. County of Los Angeles Department of Public Works, 900 S. Fremont Ave. Alhambra, CA 91803
Name and Address of Agency
Omid Emam 626-607-7444
Name and telephone number of person familiar with project
\$1,268,430.00 Traffic Signal Modification December 2017
Contract amount Type of work Date completed

3. City of La Mirada, 15515 Phoebe Ave., La Mirada, CA 90638
Name and Address of Agency
Eric Villagracia 562-902-2385
Name and telephone number of person familiar with project
\$299,490.00 Traffic Signal Installation September 2017
Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

<u>Willis Tower Watson</u>	<u>Zurich American Insurance Company</u>
<u>Erin Kiernan</u>	<u>Margaret Hentz</u>
<u>10 State House Square, Floor 11</u>	<u>777 S. Figueroa St. Suite 3900</u>
<u>Hartford, CT 06103</u>	<u>Los Angeles, CA 90017</u>
<u>877-945-7378</u>	<u>213-270-0757</u>

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Elecnor Belco Electric, Inc.

Business Address: 14320 Albers Way

Chino, CA 91710

Telephone 909-993-5470

State Contractor's License No. and Class: 738518 A, B, C-10

Original Date Issued 7/28/97 Expiration Date 7/31/19

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

President - Juan Bravo Vice President - John Wong / Alberto Garcia

Secretary - Pedro Enrile 14320 Albers Way

Treasurer - Jeroni Gervilla Chino, CA 91710 909-993-5470

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

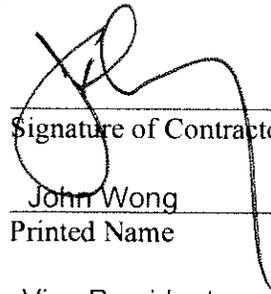
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 27th day of December, 2018.

BIDDER Elecnor Belco Electric, Inc.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

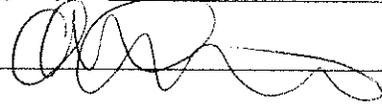


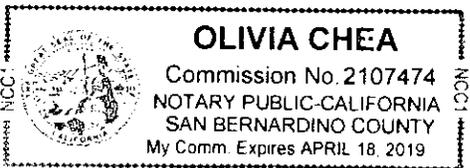
Signature of Contractor's Representative
John Wong

Printed Name
Vice President

Title

Subscribed and sworn to this 27th day of December, 2018.

NOTARY PUBLIC Olivia Chea 



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
2016 ANNUAL MEETING OF THE BOARD OF DIRECTORS
OF
ELEC NOR BELCO ELECTRIC, INC.**

March 1, 2016

The undersigned, being all of the members of the Board of Directors (the "Board") of Elecnor Belco Electric, Inc., a California corporation (the "Company"), in lieu of holding a meeting of the Board, hereby take the following actions and adopt the following resolutions by unanimous written consent:

WHEREAS, the Board has determined that it is in the Company's best interests to appoint a revised slate of Officers of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and hereby are, elected to the offices set forth opposite their respective names, to hold such offices until their respective successors are elected and qualified at or before the next annual meeting of the Board, or until their earlier respective deaths, resignations or removals:

President and Chief Executive Officer
Chief Financial Officer
Executive Vice President
John Wong
Secretary
Roger DeVito

Juan Bravo
Jeroni Gervilla
Alberto Garcia
Vice President for Construction
Pedro Enrile
Assistant Secretary

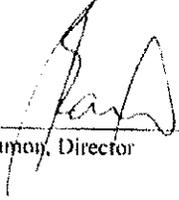
FURTHER RESOLVED, that Juan Bravo, Jeroni Gervilla and Alberto Garcia in their respective capacities of President and CEO, Chief Financial Officer and Executive Vice President subject to such supervisory powers of the Board of Directors, hereby are authorized and directed to perform all the duties commonly incident to that office; shall have authority to execute in the name of the Corporation contracts, leases and other written instruments to be executed by the Corporation; and, shall perform such other duties as the Board of Directors may from time to time determine.

AND IT IS FURTHER RESOLVED, that all actions heretofore taken by the officers of the Company on behalf of and in the name of the Company, relating to the conduct of the business of the Company, the expenditure of money, the making of contracts and all other acts taken or omitted in the performance of their duties to the Company be, and the same hereby are, in all respects, approved, ratified and affirmed, as of the date taken, done or omitted, respectively.

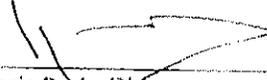
The actions taken by the Board Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board of Directors, duly called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of California. This Board Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of Eleonor Belco Electric, Inc., have executed these actions by written consent as of the date first written above.



Argimiro Ramon, Director



Ignacio Prado, Director



Jose Miguel Franco, Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California
County of San Bernardino }

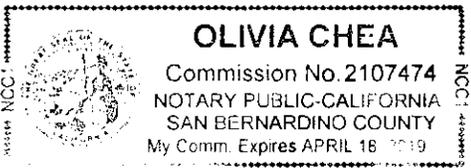
On January 4, 2019 before me, Olivia Chea, Notary Public
Date Name and Title of Notary

personally appeared John Wong
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.
Signature [Handwritten Signature]
Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb

Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ ^{Connecticut}
County of Hartford)

On December 26, 2018 before me, Joshua Sanford, Notary Public
(insert name and title of the officer)

personally appeared Donna M. Planeta, Attorney-in-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

JOSHUA SANFORD
NOTARY PUBLIC - 173058
MY COMMISSION EXPIRES DEC. 31, 2021

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Donna M. PLANETA, Joshua SANFORD, Aimee R. PERONDINE, Aiza LOPEZ, Danielle D. JOHNSON, Michelle Anne McMAHON, Saykham CHANTHASONE and Noah William PIERCE, all of Hartford, Connecticut, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of July, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
*Assistant Secretary
Joshua Lecker*


*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 9th day of July, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05
IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of
10% Bidders Bond

_____ Dollars
(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

John Wong, Vice President

Bid

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Elecnor Belco Electric, Inc.

Contractor Name

1000004804

Contractor Department of Industrial Relations Registration Number:

6/30/19

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

**Alfaro Communications
Construction, Inc.**

PROPOSAL
FOR
SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312

FY 2018/2019
PROJECT NO.: 2018-05

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID PROPOSAL

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

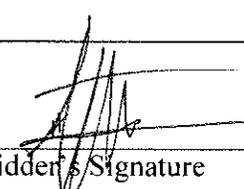
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	6,500.00	6,500.00
2	Traffic Control	LS	1	6,500.00	6,500.00
3	Furnish and Install 14' Cantilever Changeable Message Sign	EA	3	39,000.00	117,000.00
4	Traffic Signing, Striping, Markings and Curb Painting	LS	1	19,000.00	19,000.00
5	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Belgrave Avenue	LS	1	61,000.00	61,000.00
6	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Randolph Street	LS	1	73,000.00	73,000.00
7	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Clarendon Avenue	LS	1	65,000.00	65,000.00
8	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Zoe Avenue	LS	1	70,000.00	70,000.00
9	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Saturn Avenue	LS	1	70,000.00	70,000.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
10	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Belgrave Avenue	LS	1	85,000.00	85,000.00
11	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Randolph Street	LS	1	100,000.00	100,000.00
12	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Zoe Avenue	LS	1	88,000.00	88,000.00
13	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Saturn Avenue	LS	1	96,000.00	96,000.00
14	Traffic Signal System Upgrade for the Intersection of State Street and Randolph Street	LS	1	93,000.00	93,000.00
15	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Clarendon Avenue and Gage Avenue	LS	1	21,000.00	21,000.00
16	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Gage Avenue and Zoe Avenue	LS	1	21,000.00	21,000.00
17	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Zoe Avenue and Saturn Avenue	LS	1	21,000.00	21,000.00
18	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Saturn Avenue and Florence Avenue	LS	1	21,000.00	21,000.00
19	Furnish and Install Wireless Interconnect System	EA	14	6,800.00	95,200.00
20	Furnish and Install Public Improvement Project Signs	EA	2	1,300.00	2,600.00
TOTAL AMOUNT BID IN FIGURES					\$1,131,800.00

TOTAL AMOUNT BID IN WORDS:

One Million One Hundred Thirty One Thousand & Eight Hundred Dollars

_____ Dollars


President
 Bidder's Signature Title

Alfaro Communications Construction, Inc

 Company Name

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. Name and Address of Agency City of Huntington Park: 6550 Miles Avenue, Huntington Park , Ca 90255

Daniel Hernandez . Tel: 323-395-1480

Name and telephone number of person familiar with project

404,750.00 Install Street Lighting, Clocks Bus Shelter & Benches 8/1/2017

Contract amount Type of work Date completed

2. Name and Address of Agency City of Pasadena : 100 N. Garfield Avenue, Pasadena , CA 91109

Elvin Jiang Tel: 626-744-7103

Name and telephone number of person familiar with project

55,876.00 Traffic Signal Modifications 3/24/2018

Contract amount Type of work Date completed

3. Name and Address of Agency Culver City : 9770 Culver Blvd , Culver City , CA 90232

Javier De La Cruz . Tel: 310-253-5606

Name and telephone number of person familiar with project

1,864,370.00 Street Light Upgrades 10/27/2018

Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

The Bond Exchange: 24800 Chrisanta Dr., Mission Viejo, Ca 92691. Tel: 949-461-7000

Raduis Insurance : 135 S. State College Blvd, Brea , Ca 92821. Tel: 800-400-7283

Farmers Insurance : 8141 2nd Street, Downey , Ca 90241. Tel: 562-445-4690

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Alfaro Communications Construction.Inc

Business Address: 15614 S. Atlantic Avenue , Compton , CA 90221

Telephone 310-669-8949

State Contractor's License No. and Class: 912727 , Class: A, C7 , C10

Original Date Issued 3-20-2008 Expiration Date 5-31-2020

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Hugo Alfaro: President,Treasurer. Tel: 310-669-8949.15614 S. Atlantic Avenue, Compton , Ca 90221

Mayra Martinez: V. President,Secretary. Tel:310-669-8949. 15614 S. Atlantic Avenue , Compton ,Ca 90221

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

None

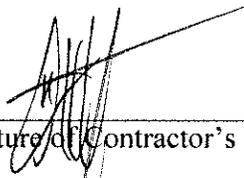
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

None

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 9th day of January, 2019.

BIDDER Alfaro Communications Construction, Inc

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

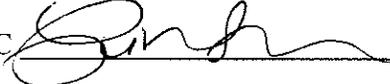


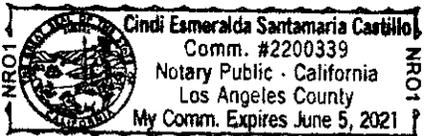
Signature of Contractor's Representative
Hugo Alfary

Printed Name
President

Title

Subscribed and sworn to this 9th day of January, 2019.

NOTARY PUBLIC _____



CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On 01/09/2019 before me, Cindi Esmeralda Santa Maria Castillo,
(here insert name and title of the officer)

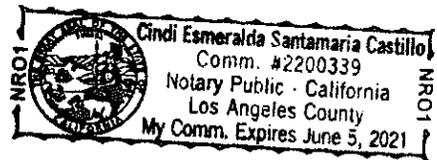
personally appeared Hugo Alfaro

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Proposal for Signal Synchronization and Bus Speed Improvement Project No.: 2018-05

containing pages, and dated

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) President

Title(s)

- Guardian/Conservator
- Partner Limited/General
- Trustee(s)
- Other:

representing:
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # Entry #

Notary contact (323) 495-6782

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On January 4, 2019 before me, Irene Luong, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

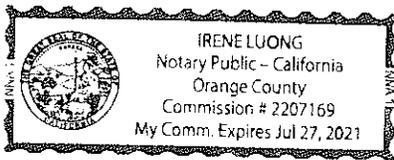
personally appeared Yung T. Mullick
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public Irene Luong



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

ENDURANCE ASSURANCE CORPORATION

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint YUNG T. MULLICK, JAMES W. MOILANEN its true and lawful Attorney(s)-in-fact, at MISSION VIEJO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000)

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 23rd day of June, 2017 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert signature and name: MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims signature and name: SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: PURCHASE COUNTY OF WESTCHESTER

On the 23rd day of June, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument, that (s)he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)



Nicholas James Benenati signature

NICHOLAS JAMES BENENATI, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: PURCHASE COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further:

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 4th day of January, 2019.

(Corporate Seal)



Christopher Donelan signature

CHRISTOPHER DONELAN, PRESIDENT

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

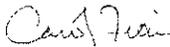
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.

Dave Jones
Insurance Commissioner

By


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No X

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

_____ Dollars

(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bid

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

Alfaro Communications Construction, Inc
Contractor Name



Signature

1/4/2019
Date

Contract Administrator
Title

Hereby acknowledge receipt of Addendum No. 1 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

Alfaro Communications Construction, Inc

Contractor Name



Signature

1/4/2019

Date

Contract Administrator

Title

Hereby acknowledge receipt of Addendum No. 2 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

Completed Project

No.	Name and Address of Owner	Name & Telephone No. of Contact	Project Description	Percentage of Work Done by ACCI	Original Contract Amount \$	Date Started	Date Completed	Project Manager	Supervisor Name
1	City of Huntington Park - (Pacific Blvd Lighting Beautification Phase II 6550 Miles Avenue, Huntington Park, CA 90255	Daniel Hernandez (323) 395-1480 dhenandez@npca.gov	Install Street lighting, Clocks, Bus Shelters	80%	\$ 404,750.00	12/5/2016	8/1/2017	Jamal Deaifi	Jose Mendoza
2	City of Manhattan Beach-Live Oak Park Tennis Office Communication Conduit 1400 Highland Avenue, Manhattan Beach, CA 90266	Tim Birthisel (310) 802-5368 tbirthisel@citymb.info	Boring Communication Conduit Pothing, Trenching, Traffic Signal Installation	100%	\$ 49,000.00	2/2/2017	2/17/2017	Jamal Deaifi	Jose Mendoza
3	City of Palmdale - (Traffic Signal Installation at Trade Center Dr and Technology Dr.) 38250 Sierra Highway Palmdale, CA 93550	Jeff Johnson (661) 810-8355	Traffic Signal and Installation of Street Lighting System, Concrete & Asphalt, sidewalk wheel chair ramp, at two intersections	70%	\$ 732,800.00	12/5/2016	6/1/2017	Jamal Deaifi	Jose Mendoza
4	Caltrans (07-4T8304) 1525 Rancho Conejo Blvd, Thousand Oaks, CA 91320	Hector Arroyo (818) 974-8391 hector.arroyo@dot.ca.gov	Traffic Signal and Installation of Street Lighting System, Concrete & Asphalt	70%	\$ 367,752.10	6/5/2016	11/8/2017	Jamal Deaifi	Jose Mendoza
5	City of Manhattan Beach - Highland Ave at 38th St. and Rosecrans Ave. at Highland Ave. Street Improvements 1400 Highland Avenue, Manhattan Beach, CA 90266	Tim Birthisel (310) 802-5368 tbirthisel@citymb.info	Street Improvement at Rosecrans and Highland, sidewalk and curb and gutter, wheel chair ramp, flashing beacon system	70%	\$ 319,544.00	3/27/2018	7/1/2018	Jamal Deaifi	Jose Mendoza
6	City of Santa Ana - (Crosswalk Upgrades-Phase I) 20 Civic Center Plaza, Santa Ana, CA 92702	Gerardo Lechuga 714-552-5336	Install Traffic Safety enhancement at various intersections, sidewalk and wheel chair ramp	90%	\$ 222,050.00	5/30/2017	9/20/2017	Jamal Deaifi	Jose Mendoza
7	Caltrans (012-0Q1004) 3251 1/4 University Dr. Irvine, CA 92612	Al Jiminez (949) 279-8610	Remove and replace sidewalk and driveway, curb and gutter at city of Laguna Beach	70%	\$ 271,310.00	2/17/2018	5/17/2017	Jamal Deaifi	Jose Mendoza
8	City of Laguna Beach - (Citywide Sidewalk Repair) 505 Forest Avenue, Laguna Beach, CA 92651	Tom Sandefur (949)-497-0792 tsandefur@lagunabeachcity.net	Concrete, Asphalt	100%	\$ 171,310.00	6/26/2017	10/4/2017	Jamal Deaifi	Jose Mendoza
9	City of Manhattan Beach - (Parkview Ave. Sidewalk and Access Ramp Improvements) 1400 Highland Ave., Manhattan Beach, CA 90266	Tim Birthisel (310) 802-5368 tbirthisel@citymb.info	Concrete, Asphalt	95%	\$ 157,845.40	6/26/2017	8/7/2017	Jamal Deaifi	Jose Mendoza
10	City of El Segundo - (Lighted Crosswalk Repairs on Main Street Betwee El Segundo Blvd & Pine Ave.) 350 Main Street El Segundo, CA 90245	Floriza Rivera 310-524-2361 frivera@elsegundo.org	Inroadway lighting	100%	\$ 119,000.00	11/1/2017	11/30/2017	Jamal Deaifi	Jose Mendoza
11	City of Claremont - (Street Improvements on Towne Avenue /210) 207 Harvard Avenue, Claremont, CA 91711	Vince Ramos 909-399-5395 vramos@ci.claremont.ca.us	Traffic signal at Town ave / Baseline	100%	\$ 449,431.80	7/21/2017	4/1/2018	Jamal Deaifi	Jose Mendoza
12	City of Rancho Cucamonga - (Installation of 4 Traffic Signal at Various Locations) 10500 Civic Center Drive, Rancho Cucamonga, CA 91730	Natalie Avila 909-774-4076 natalie.avila@cityofrcus.com	Traffic Signal Modifications at Various Locations, Fiber Optic Works, potholing, Trenching, and Conduit	90%	\$ 2,327,205.00	6/21/2017	5/15/2018	Jamal Deaifi	Jose Mendoza
13	City of Fontana (Juniper Aven. at Ceres Ave. Traffic Signal) 8353 Sierra Ave, Fontana, CA 92335	Christopher Smethurst 909-350-6649 csmethurst@fontana.org	Install Street Light	95%	\$ 278,330.00	11/16/2017	6/1/2018	Jamal Deaifi	Jose Mendoza
14	City of Huntington Beach - (Traffic Signal Modifications at Gothard St. & Talbert Ave.) 2000 Main Street, Huntington Beach, CA 92648	Joseph Fuentes 714-536-5259 j Fuentes@surtfiv-hb.org	Traffic Signal Modifications, Curb & Gutter, Construct Curb Access Ramps, Concrete Sidewalk at Gothard and Talbert Avenue	90%	\$ 236,000.00	3/29/2018	6/4/2018	Jamal Deaifi	Jose Mendoza

Completed Project

No.	Name and Address of Owner	Name & Telephone No. of Contact	Project Description	Percentage of Work Done by ACCI	Original Contract Amount \$	Date Started	Date Completed	Project Manager	Supervisor Name
15	City of Pasadena-(Pedestrian Crossing Enhancements on Villa Street at Euclid Avenue) 100 N. Garfield Avenue, Pasadena, CA 91109 City of Costa Mesa Pasadena-(Placentia)	Elym Hiang 626-744-7103 elijang@cityofpasadena.net Bobby Fouladi 714-754-5222	Traffic Signal Modifications at Villa Street and Euclid Avenue Install Bicycle Signal System, Install Crosswalk	100%	\$ 55,876.00	2/19/2018	3/24/2018	Jamal Deaifi	Jose Mendoza
16	Avenue Bicycle Signal Installation) 77 Fair Dr. Costa Mesa, CA 92626	bobby.fouladi@costamesa.gov Edgar Herrera 310-609-0364 edgar.herrera@dot.ca.gov	Signage, Traffic Control Construct ADA Ramp, Curb Ramps, Concrete work, Asphalt Work	100%	\$ 38,600.00	9/14/2018	10/26/2018	Jamal Deaifi	Jose Mendoza
17	City of Culver City (Carlson Park Streetlight Upgrade) 9770 Culver Blvd, Culver City, CA 90232	Javier De La Cruz 253-5606 javier.delacruz@culvercity.org	Street Light Upgrade at Carlson Park Electrical Work, Concrete Work	100%	\$ 1,864,370.00	2/12/2018	10/27/2018	Jamal Deaifi	Jose Mendoza
19	City of Culver City (Carlson Park Streetlight Upgrade) 9770 Culver Blvd, Culver City, CA 90232	Mike Fardoun 339-1604 mike.fardoun@dot.ca.gov	Traffic Signal Modifications in Azusa at Alameda Avenue	90%	\$ 514,877.17	5/1/2018	11/17/2018	Jamal Deaifi	Jose Mendoza
20	City of Mission Viejo (Citywide Countdown Pedestrian Signal Heads Improvements) 200 Civic Center, Mission Viejo, CA 92691	Philip Nitollama 949-470-3068 pnitollama@cityofmissionviejo.org	Traffic Signal Modifications & Installation	100%	\$ 29,000.00	11/12/2018	11/17/2018	Jamal Deaifi	Jose Mendoza

December 17, 2018

CITY OF HUNTINGTON PARK

Addendum No. 1

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Per Section A-2 of the Contract Specifications: *Bidders must hold a valid California Class A Contractor's License.*

The City of Huntington Park will allow a C-10 - Electrical Contractor to submit a formal bid if the C-10 Electrical Contractor conforms/obeys/observes with all applicable requirements as specified in the project plans and specifications.

Per the California Code of Regulations

Title 16, Division 8, Article 3. Classifications

An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.

Authority cited: Sections 7008 and 7059, Reference: Sections 7058 and 7059 (Business and Professions Code)

End of Addendum No. 1

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

By: 

Daniel Hernandez, Director of Public Works

Date: 12/17/18
City of Huntington Park Project

January 3, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT METRO FUNDED CFP NO.: F7312 FY 2018/2019 PROJECT NO.: 2018-05

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

The bid opening date has been postponed from Wednesday, January 9, 2019 at 2:00 P.M. to **Wednesday, January 16, 2019 at 2:00 P.M.**

Response to Questions from Prospective Bidder(s)

1. (Miles Avenue & Belgrave Ave) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

2. Construction note # 2 & 4, can you please provide a spec for the RCTB Antenna & RCTB Unit that mounts in the cabinet? I could not find one in the RFP or on the construction plans.

Response:

Please replace all references to "RCTV Antenna and RCTB Unit" by "GPS Universal Time Base (UTB) Antenna and Unit". The UTB shall be Traffictec Universal Time Base model M32755, or Agency-approved equal.

The following specification is provided for Universal Time Base (UTB):

General.

UTB for a traffic signal controller shall provide accurate time of day information in a form of an ASCII data stream using a microprocessor-based device. Its accuracy shall be derived from the atomic clocks of the United States government's Global Positioning System (GPS). The UTB shall conform to the following requirements:

- a) The UTB shall come with a Windows based program.
- b) The UTB shall be housed in a plastic enclosure and have 2 mounting flanges for T-6 mounting inside a suitable waterproof cabinet or indoors.
- c) The UTB hardware shall include a GPS receiver with antenna and a microprocessor-based electronic circuit, that reads the GPS time data, accepts user commands, outputs serial data streams via a RS232C interface, at least a 3-foot (900mm) coaxial antenna cable and performs other processing tasks such as determining the day of the year, the day of the week, etc.
- d) The UTB shall be able to accept instructions in the form of "S" (Set) and "Q" (Query) commands.
- e) The "S" commands shall be used to set or adjust the variable settings. The UTB shall include but not be limited to the following "S" commands:
 - i. Sbn -Set Baud Rate. This command is used to change the UTB's serial communication speed. The adjustable speed settings shall be 300, 600, 1200, 2400, 4800, 9600 and 19200 baud where n (variable) = 1 to 7 setting corresponding to the Baud rate selection.
 - ii. Sdn -Set Daylight Savings Time. This command is used to enable or disable the UTB to accommodate Daylight Savings Times where n (variable) = 0 is for disable and 1 is for enable condition.
 - iii. Smn -Set 12- or 24-Hour Time Format. This command is used to specify how the time of the day data will be formatted where n= 0-24 (military) or 1-24 (AM/PM) time.
 - iv. Snn -Set New Line Character. This command is used to select new data stream end if a different ASCII character is required where n =any valid ASCII Char except / :.
 - v. SOn -Set Time Zone. This command is used to select different time zones. The UTB shall have selectable time zones from 0 through 11 zones, the Universal Coordinated Time (UTC) or Greenwich Mean Time (GMT) to different local time zones in the United States where n = 0 - 11 corresponding to time zones from 0 to 11.
- f) The "Q" commands shall be used to request information from the UTB. The UTB shall include, but not be limited to, the following "Q" Commands:
 - i. QD -Query format for YY/MM/DD/Day
 - ii. QT -Query format for time of the day.
 - iii. QC -Query format for date, time, status and day of the week.

Technical.

- a) Physical.
 - i. The dimensions shall be 6 inches long x 3.5 inches wide x 1.5 inches high (150mm x 90mm x 40mm) including mounting flanges.

- ii. The enclosure shall be ABS Plastic, indoor type.
- iii. The weight shall be 12 ounces(0.34kg) with optional 9V — 48V input circuitry.
- iv. The storage range shall be from -40° to +185° F (-40° to +85° C).
- v. The operating range shall be from -22° to +176°F (-30° to +80° C).
- vi. The connectors shall be D69 for data end +5V regulated input, BNC for antenna coax cable connection, and 2-pole terminal block for external power input.
- vii. The power shall be +5 VDC regulated at 200mA with optional 9V — 48V AC or DC.

b) Data Output.

- i. The data availability shall be: date, time, day of week, day of year, and signal status.
- ii. The serial data output shall be RS-232C (software selectable 300, 600, 1200, 2400, 4800, 9600 or 19200 baud).
- iii. The output at 1 Pulse per second shall be transistor-transistor logic.
- iv. The accuracy shall be: 1 PPS output to pin 8, +1 microsecond, RS-232C data + 3 microseconds, measured from the end of data stream, and baud rate compensated.

c) GPS Receiver/Antenna.

- i. The reception frequency shall be 1.57542 Ghz.
- ii. The number of satellites tracked shall be up to 8 simultaneously.
- iii. The antenna shall be weatherproof, powered by GPS receiver, and through bolted with coax cable, 50 ohms impedance.

3. (Miles Avenue & Zoe Ave) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

4. (Miles Avenue & Saturn Ave) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

5. (State Street & Randolph ST) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

6. Can you confirm if equivalents will be accepted for 332 cabinets, 2070 controllers and video detection?

Response:

As long as they are fully compatible with wireless radio communications system specified in the plans and specifications.

End of Addendum No. 2

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

By: 
Daniel Hernandez, Director of Public Works

Date: 1/4/19

Comet Electric, Inc.

PROPOSAL

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID PROPOSAL

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

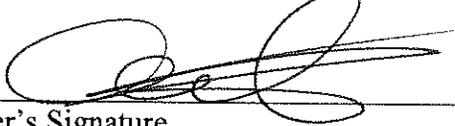
Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	\$35,782. ⁰⁰	\$35,782. ⁰⁰
2	Traffic Control	LS	1	\$15,000. ⁰⁰	\$15,000. ⁰⁰
3	Furnish and Install 14' Cantilever Changeable Message Sign	EA	3	\$30,000. ⁰⁰	\$90,000. ⁰⁰
4	Traffic Signing, Striping, Markings and Curb Painting	LS	1	\$30,000. ⁰⁰	\$30,000. ⁰⁰
5	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Belgrave Avenue	LS	1	\$45,000. ⁰⁰	\$45,000. ⁰⁰
6	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Randolph Street	LS	1	\$60,000. ⁰⁰	\$60,000. ⁰⁰
7	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Clarendon Avenue	LS	1	\$66,219. ⁰⁰	\$66,219
8	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Zoe Avenue	LS	1	\$68,566. ⁰⁰	\$68,566. ⁰⁰
9	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Saturn Avenue	LS	1	\$68,740. ⁰⁰	\$68,740. ⁰⁰

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
10	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Belgrave Avenue	LS	1	\$85,344. ⁰⁰	\$ 85,344. ⁰⁰
11	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Randolph Street	LS	1	\$ 90,914. ⁰⁰	\$ 90,914. ⁰⁰
12	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Zoe Avenue	LS	1	\$85,323. ⁰⁰	\$ 85,323. ⁰⁰
13	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Saturn Avenue	LS	1	\$95,124. ⁰⁰	\$ 95,124. ⁰⁰
14	Traffic Signal System Upgrade for the Intersection of State Street and Randolph Street	LS	1	\$ 90,938. ⁰⁰	\$ 90,938. ⁰⁰
15	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Clarendon Avenue and Gage Avenue	LS	1	\$18,960. ⁰⁰	\$18,960. ⁰⁰
16	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Gage Avenue and Zoe Avenue	LS	1	\$18,960. ⁰⁰	\$18,960. ⁰⁰
17	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Zoe Avenue and Saturn Avenue	LS	1	\$ 18,960. ⁰⁰	\$18,960. ⁰⁰
18	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Saturn Avenue and Florence Avenue	LS	1	\$19,028. ⁰⁰	\$ 19,028. ⁰⁰
19	Furnish and Install Wireless Interconnect System	EA	14	\$13,011. ⁰⁰	\$182,154. ⁰⁰
20	Furnish and Install Public Improvement Project Signs	EA	2	\$3,855. ⁰⁰	\$ 7,710. ⁰⁰
TOTAL AMOUNT BID IN FIGURES					\$1,192,722.⁰⁰

TOTAL AMOUNT BID IN WORDS:

One Million One hundred and ninety-two thousand
 Seven hundred and twenty two ⁰⁰ _____ Dollars


 Bidder's Signature _____ President Title Adam Saitman

Comet Electric, Inc.
 Company Name _____

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

<u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u>	<u>PORTION OF WORK, MATERIALS, OR EQUIPMENT</u>
<u>Crosstown- 5454 Diaz St, Irwindale, CA</u>	<u>15%- Wireless Interconnect</u>
<u>91706, License No.75639, 626-869-0192</u>	
<u>Chrisp Company- 2280 S. Lilac Ave,</u>	<u>3%- Signing and Striping</u>
<u>Bloomington, CA 92316, License No.37800,</u>	
<u>909-746-0356</u>	
<u>Walters- 200 N. Berry St, Brea, CA,</u>	<u>8%- Supplying Cantilever CMS</u>
<u>92821, 714-784-1720</u>	<u>Signs</u>
<u>Iteris- 1700 Carnegie Ave, Suite 100,</u>	
<u>Santa Ana, CA, 909-626-0545</u>	
<u>JTB- 1030 N Batavia, Suite A, Orange, CA</u>	<u>6%- Signals</u>
<u>92867, 714-639-9498</u>	
<u>McCain-2365 Oak Ridge Way, Vista, CA</u>	<u>17%- Controllers, BBS</u>
<u>92081, 760-734-5031</u>	

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. Port Of Long Beach, 4801 Airport Plaza Drive Long Beach, CA 90815
Name and Address of Agency

John Litzinger (562)283-7000
Name and telephone number of person familiar with project

<u>\$399,605</u>	<u>Traffic Signal Installation</u>	<u>04/2017</u>
Contract amount	Type of work	Date completed

2. G.H. Palmer, 325 West Adams Boulevard Los Angeles, CA 90007
Name and Address of Agency

Jennifer Lincourt (213)346-9796
Name and telephone number of person familiar with project

<u>\$1,267,369</u>	<u>Traffic Signal Installation and Modification</u>	<u>12/2017</u>
Contract amount	Type of work	Date completed

3. City of Whittier, 13230 Penn Street, Whittier, CA 90602
Name and Address of Agency

Carl Hassel (562)567-9302
Name and telephone number of person familiar with project

<u>\$1,200,186</u>	<u>Street Light Retrofit</u>	<u>04/2017</u>
Contract amount	Type of work	Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

-
- Hartford Fire - Insurance Company, One Pointe Drive, Brea, CA 92821, (714) 674-1200
-
- Stong Surety, 4850 Arlington Ave, Riverside, CA 92504, (951)343-0382
-
- Alliant Insurance Services, Inc. 1301 Dove St. #200, Newport Beach, CA
-
- 92660, (949)660-5963
-
-

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Comet Electric, Inc.

Business Address: 21625 Prairie Street, Chatsworth, CA 91311

Telephone (818) 340-0965

State Contractor's License No. and Class: 681827, Class: A,B,C-10

Original Date Issued 12-09-1993 Expiration Date 12-31-2019

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Adam Saitman, President, 818-340-0965, 21625 Prairie Street,

Chatsworth, CA 91311

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

Not Applicable

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

None

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 15 day of January, 2019.

BIDDER Comet Electric, Inc.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative

Adam Saitman

Printed Name

President

Title

Subscribed and sworn to this 15 day of January, 2019.

NOTARY PUBLIC _____

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

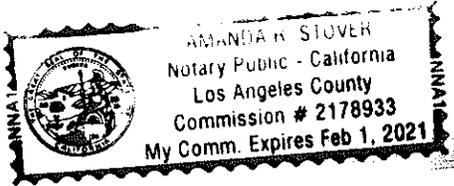
On 1/15/19 before me, Amanda R. Stover, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Adam Saitman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Riverside)

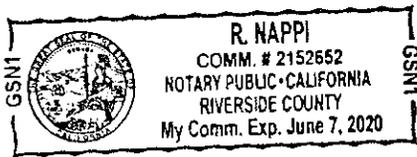
On 12/28/18 before me, R. Nappi "Notary Public",
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL D. STONG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature R. Nappi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: STONG INSURANCE SERVICES INC

Agency Code: 72-254507

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Michael D. Stong, Rosemary Nappi, Jeremy Pendergast of RIVERSIDE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 12/28/18 Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No X

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

_____ Dollars

(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

_____ Bid

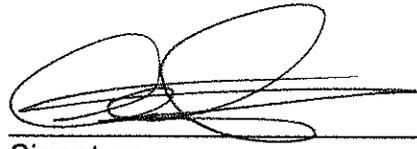
**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

Comet Electric, Inc.
Contractor Name


Signature

01/02/2019
Date

President
Title

Hereby acknowledge receipt of Addendum No. 1 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

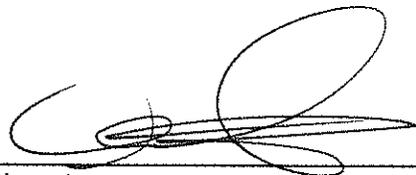
**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

Comet Electric, Inc.
Contractor Name


Signature

01/07/2019
Date

President
Title

Hereby acknowledge receipt of Addendum No. 2 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

Econolite Systems, Inc.

BID PROPOSAL

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	\$25,517.40	\$25,517.40
2	Traffic Control	LS	1	\$19,084.55	19,084.55
3	Furnish and Install 14' Cantilever Changeable Message Sign	EA	3	\$93,405.45	\$280,216.35
4	Traffic Signing, Striping, Markings and Curb Painting	LS	1	\$75,123.77	\$75,123.77
5	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Belgrave Avenue	LS	1	\$49,969.82	\$49,969.82
6	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Randolph Street	LS	1	\$13,930.48	\$13,930.48
7	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Clarendon Avenue	LS	1	\$52,417.78	\$52,417.78
8	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Zoe Avenue	LS	1	\$72,178.48	\$72,178.48
9	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Saturn Avenue	LS	1	\$60,226.65	\$60,226.65

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
10	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Belgrave Avenue	LS	1	\$90,603.42	\$90,603.42
11	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Randolph Street	LS	1	\$107,554.00	\$107,554.00
12	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Zoe Avenue	LS	1	\$90,866.25	\$90,866.25
13	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Saturn Avenue	LS	1	\$94,465.23	\$94,465.23
14	Traffic Signal System Upgrade for the Intersection of State Street and Randolph Street	LS	1	\$93,015.94	\$93,015.94
15	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Clarendon Avenue and Gage Avenue	LS	1	\$17,479.26	\$17,479.26
16	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Gage Avenue and Zoe Avenue	LS	1	\$17,625.79	\$17,625.79
17	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Zoe Avenue and Saturn Avenue	LS	1	\$17,625.79	\$17,625.79
18	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Saturn Avenue and Florence Avenue	LS	1	\$17,446.60	\$17,446.60
19	Furnish and Install Wireless Interconnect System	EA	14	\$5,761.27	\$80,657.78
20	Furnish and Install Public Improvement Project Signs	EA	2	\$2,379.93	\$4,759.86
TOTAL AMOUNT BID IN FIGURES					\$1,280,765.20

TOTAL AMOUNT BID IN WORDS:

One million, two hundred-eighty thousand, seven-hundred sixty five, and twenty cents

Dollars


Bidder's Signature

Brian Akerley, Associate Vice President
Title

Econolite Systems, Inc.
Company Name

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of Palm Springs, 3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262
Name and Address of Agency
Savat Khamphou, (760) 323-8253 x8744 (office), (760) 219-5404 (cell)
Name and telephone number of person familiar with project

<u>\$2.1 M</u>	<u>ITS Configuration & Integration</u>	<u>June 09, 2016</u>
Contract amount	Type of work	Date completed

2. City of Richmond, 900 East Broad Street, Richmond, VA 23219
Name and Address of Agency
Michael Sawyer, P.E., (804) 646-3435
Name and telephone number of person familiar with project

<u>\$1,061,157.96</u>	<u>Traffic Signal Control Systems & Wireless Comm</u>	<u>Sept 02, 2014</u>
Contract amount	Type of work	Date completed

3. City of West Hollywood, 8300 Santa Monica Boulevard, West Hollywood, CA 90069-6216
Name and Address of Agency
Sharon Perlstein, City Engineer, (323) 848-6368
Name and telephone number of person familiar with project

<u>\$119,356.04</u>	<u>Traffic Signal Communication Upgrades</u>	<u>Dec 13, 2016</u>
Contract amount	Type of work	Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Marsh Risk & Insurance Services/Surety Practice
777 S Figueroa Street
Los Angeles, CA 90017
Emilie George, AFSB, Assistant Vice President
(213) 346-5212

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Econolite Systems, Inc.

Business Address: 1250 N. Tustin Avenue
Anaheim, CA 92807

Telephone (714) 575-5553

State Contractor's License No. and Class: CA #969067, Class C-10 and C-7

Original Date Issued 2009 Expiration Date January 31, 2020

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Econolite Group, Inc.

1250 N. Tustin Avenue, Anaheim, CA 92807

(714) 630-3700

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

None

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Econolite Traffic Engineering & Maintenance, Inc. (2002 - 2009)

Aegis ITS, Inc. (2009 - September 2017)

Econolite Systems, Inc. (September 2017 - Current)

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 8th day of January, 2019.

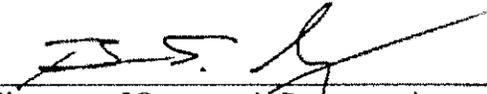
BIDDER _____

Econolite Systems, Inc.

1250 N Tustin Avenue

Anaheim, CA 92807

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative

Brian Akerley
Printed Name

Associate Vice President
Title

Subscribed and sworn to this 8th day of January, 2019.

NOTARY PUBLIC _____ (see attached)

Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312

FY 2018/2019
PROJECT NO.: 2018-05

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Econolite Systems, Inc.
_____, as BIDDER, and _____
Fidelity and Deposit Company of Maryland _____, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Ten Percent of the Total Bid Amount _____
_____ dollars (\$ 10% of Total Bid Amount _____), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time
specified, then this obligation shall be null and void, otherwise it shall remain in full force and
effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
3rd day of January, 20 19.

BIDDER* Econolite Systems, Inc., 1250 N. Tustin Ave, Anaheim, CA 92807, (714) 630-3700
Brian Akersley - AVP

SURETY* Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, (847) 605-6000
Emilie George, Attorney-in-Fact

Subscribed and sworn to this 3rd day of January, 20 19.

NOTARY PUBLIC See Attached

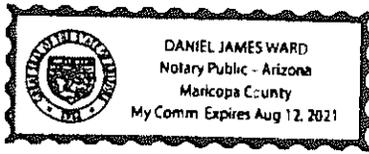
*Provide BIDDER/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

**CERTIFICATE
NOTARIAL ACKNOWLEDGEMENT**

State of Arizona

County of Maricopa

On this JAN 03 2019, before me personally appeared
Emilie George, whose identity was proven to me
on the basis of satisfactory evidence to be the person who he or she claims to be, and
acknowledged that he or she signed the above/attached document.



Notary Public

Daniel James Ward

Print name

August 12, 2021

My commission expires

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

~~_____

 _____~~

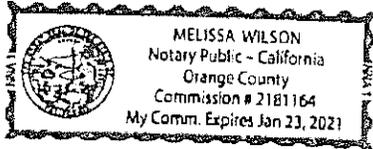
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

Subscribed and sworn to (or affirmed) before me
 on this 15th day of January, 2019.
 by Date Month Year



Place Notary Seal and/or Stamp Above

(1) Brian Akerley
 (and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Melissa Wilson
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **P. Austin NEFF, Emilie GEORGE and Jessica L. NOWLIN, all of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of September, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Dawn E. Brown

By:

*Assistant Secretary
Dawn E. Brown*

David McVicker

*Vice President
David McVicker*

State of Maryland
County of Baltimore

On this 20th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

*Constance A. Dunn, Notary Public
My Commission Expires July 9, 2019*



BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312

FY 2018/2019
PROJECT NO.: 2018-05

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No X _____

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of Ten Percent of the Total Bid

_____ Dollars
(\$ 10% to Total Bid _____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bid

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Econolite Systems, Inc.

Contractor Name

DIR #1000052909

Contractor Department of Industrial Relations Registration Number:

Expires: 6/30/19

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

December 17, 2018

CITY OF HUNTINGTON PARK

Addendum No. 1

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Per Section A-2 of the Contract Specifications: *Bidders must hold a valid California Class A Contractor's License.*

The City of Huntington Park will allow a C-10 - Electrical Contractor to submit a formal bid if the C-10 Electrical Contractor conforms/obeys/observes with all applicable requirements as specified in the project plans and specifications.

Per the California Code of Regulations
Title 16, Division 8, Article 3. Classifications

An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.

Authority cited. Sections 7008 and 7059. Reference Sections 7058 and 7059 (Business and Professions Code)

End of Addendum No. 1

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

By: 

Daniel Hernandez, Director of Public Works

Date: 12/17/18
City of Huntington Park Project

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05

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

Statement of Bidder Acknowledgment

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

Dorinda Pappas
Contractor Name

[Signature]
Signature

1-14-2019
Date

Estimator
Title

Hereby acknowledge receipt of Addendum No. 1 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

January 3, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT METRO FUNDED CFP NO.: F7312 FY 2018/2019 PROJECT NO.: 2018-05

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

The bid opening date has been postponed from Wednesday, January 9, 2019 at 2:00 P.M. to **Wednesday, January 16, 2019 at 2:00 P.M.**

Response to Questions from Prospective Bidder(s)

1. (Miles Avenue & Belgrave Ave) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

2. Construction note # 2 & 4, can you please provide a spec for the RCTB Antenna & RCTB Unit that mounts in the cabinet? I could not find one in the RFP or on the construction plans.

Response:

Please replace all references to "RCTV Antenna and RCTB Unit" by "GPS Universal Time Base (UTB) Antenna and Unit". The UTB shall be Traffictec Universal Time Base model M32755, or Agency-approved equal.

The following specification is provided for Universal Time Base (UTB):

General.

UTB for a traffic signal controller shall provide accurate time of day information in a form of an ASCII data stream using a microprocessor-based device. Its accuracy shall be derived from the atomic clocks of the United States government's Global Positioning System (GPS). The UTB shall conform to the following requirements:

- a) The UTB shall come with a Windows based program.
- b) The UTB shall be housed in a plastic enclosure and have 2 mounting flanges for T-6 mounting inside a suitable waterproof cabinet or indoors.
- c) The UTB hardware shall include a GPS receiver with antenna and a microprocessor-based electronic circuit, that reads the GPS time data, accepts user commands, outputs serial data streams via a RS232C interface, at least a 3-foot (900mm) coaxial antenna cable and performs other processing tasks such as determining the day of the year, the day of the week, etc.
- d) The UTB shall be able to accept instructions in the form of "S" (Set) and "Q" (Query) commands.
- e) The "S" commands shall be used to set or adjust the variable settings. The UTB shall include but not be limited to the following "S" commands:
 - i. Sbn -Set Baud Rate. This command is used to change the UTB's serial communication speed. The adjustable speed settings shall be 300, 600, 1200, 2400, 4800, 9600 and 19200 baud where n (variable) = 1 to 7 setting corresponding to the Baud rate selection.
 - ii. Sdn -Set Daylight Savings Time. This command is used to enable or disable the UTB to accommodate Daylight Savings Times where n (variable) = 0 is for disable and 1 is for enable condition.
 - iii. Smn -Set 12- or 24-Hour Time Format. This command is used to specify how the time of the day data will be formatted where n= 0-24 (military) or 1-24 (AM/PM) time.
 - iv. Snn -Set New Line Character. This command is used to select new data stream end if a different ASCII character is required where n =any valid ASCII Char except / .:
 - v. SOn -Set Time Zone. This command is used to select different time zones. The UTB shall have selectable time zones from 0 through 11 zones, the Universal Coordinated Time (UTC) or Greenwich Mean Time (GMT) to different local time zones in the United States where n = 0 - 11 corresponding to time zones from 0 to 11.
- f) The "Q" commands shall be used to request information from the UTB. The UTB shall include, but not be limited to, the following "Q" Commands:
 - i. QD -Query format for YY/MM/DD/Day
 - ii. QT -Query format for time of the day.
 - iii. QC -Query format for date, time, status and day of the week.

Technical.

- a) Physical.
 - i. The dimensions shall be 6 inches long x 3.5 inches wide x 1.5 inches high (150mm x 90mm x 40mm) including mounting flanges.

- ii. The enclosure shall be ABS Plastic, indoor type.
- iii. The weight shall be 12 ounces(0.34kg) with optional 9V — 48V input circuitry.
- iv. The storage range shall be from -40° to +185° F (-40° to +85° C).
- v. The operating range shall be from -22° to +176°F (-30° to +80° C).
- vi. The connectors shall be D69 for data end +5V regulated input, BNC for antenna coax cable connection, and 2-pole terminal block for external power input.
- vii. The power shall be +5 VDC regulated at 200mA with optional 9V — 48V AC or DC.

b) Data Output.

- i. The data availability shall be: date, time, day of week, day of year, and signal status.
- ii. The serial data output shall be RS-232C (software selectable 300, 600, 1200, 2400, 4800, 9600 or 19200 baud).
- iii. The output at 1 Pulse per second shall be transistor-transistor logic.
- iv. The accuracy shall be: 1 PPS output to pin 8, +1 microsecond, RS-232C data + 3 microseconds, measured from the end of data stream, and baud rate compensated.

c) GPS Receiver/Antenna.

- i. The reception frequency shall be 1.57542 Ghz.
- ii. The number of satellites tracked shall be up to 8 simultaneously.
- iii. The antenna shall be weatherproof, powered by GPS receiver, and through bolted with coax cable, 50 ohms impedance.

3. (Miles Avenue & Zoe Ave) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

4. (Miles Avenue & Saturn Ave) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

5. (State Street & Randolph ST) construction note #2 calls out to replace existing controller and cabinet. Can the new cabinet be placed on the existing foundation? Will contractor be required to replace the Pull Box, or use existing? Can contractor use all existing conduit for this installation?

Response:

New cabinet is to house Type 170 controller and appurtenances. Contractor should assume removal of existing foundation and construction of a new foundation required to install Type 332 cabinet, unless existing foundation is determined to be suitable for installing Type 332 cabinet. Pull boxes are not required to be replaced unless determined to be damaged or unsuitable. Contractor is expected to use all existing conduits.

6. Can you confirm if equivalents will be accepted for 332 cabinets, 2070 controllers and video detection?

Response:

As long as they are fully compatible with wireless radio communications system specified in the plans and specifications.

End of Addendum No. 2

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

By: 

Daniel Hernandez, Director of Public Works

Date: 1/4/19

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05

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

Statement of Bidder Acknowledgment

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

Dorian Pappas
Contractor Name

[Signature]
Signature

1-14-2019
Date

Estimator
Title

Hereby acknowledge receipt of Addendum No. 2 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ECONOLITE SYSTEMS INC

License Number 969067

to engage in the business or act in the capacity of a contractor in the following classifications:

C10 - ELECTRICAL
C-7 - LOW VOLTAGE SYSTEMS

Witness my hand and seal this day,

August 29, 2018

Issued January 10, 2012

CERTIFIED COPY

Marlo Richardson, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

California Professional Engineering, Inc

PROPOSAL
FOR
SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312

FY 2018/2019
PROJECT NO.: 2018-05

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID PROPOSAL

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

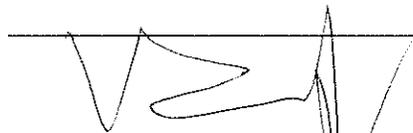
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	30,000	30,000
2	Traffic Control	LS	1	50,000	50,000
3	Furnish and Install 14' Cantilever Changeable Message Sign	EA	3	90,000	270,000
4	Traffic Signing, Striping, Markings and Curb Painting	LS	1	40,000	40,000
5	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Belgrave Avenue	LS	1	66,750	66,750
6	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Randolph Street	LS	1	80,000 85,000	80,000 85,000
7	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Clarendon Avenue	LS	1	66,750 71,750	66,750 71,750
8	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Zoe Avenue	LS	1	72,300 77,300	72,300 77,300
9	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Saturn Avenue	LS	1	37 78,700	37 78,700

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
10	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Belgrave Avenue	LS	1	86,900 91,900 ^{VN}	86,900 91,900 ^{VN}
11	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Randolph Street	LS	1	110,000 115,000 ^{VN}	110,000 115,000 ^{VN}
12	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Zoe Avenue	LS	1	89,000 94,000 ^{VN}	89,000 94,000 ^{VN}
13	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Saturn Avenue	LS	1	97,500 102,500 ^{VN}	97,500 102,500 ^{VN}
14	Traffic Signal System Upgrade for the Intersection of State Street and Randolph Street	LS	1	98,100	98,100
15	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Clarendon Avenue and Gage Avenue	LS	1	29,100 34,100 ^{VN}	29,100 34,100 ^{VN}
16	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Gage Avenue and Zoe Avenue	LS	1	26,600 31,600 ^{VN}	26,600 31,600 ^{VN}
17	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Zoe Avenue and Saturn Avenue	LS	1	27,100 32,100 ^{VN}	27,100 32,100 ^{VN}
18	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Saturn Avenue and Florence Avenue	LS	1	27,100 32,100 ^{VN}	27,100 32,100 ^{VN}
19	Furnish and Install Wireless Interconnect System	EA	14	1,250	1,250 17,500 ^{VN}
20	Furnish and Install Public Improvement Project Signs	EA	2	2,000	4,000
TOTAL AMOUNT BID IN FIGURES					\$1,352,400 1,422,400 ^{VN}

TOTAL AMOUNT BID IN WORDS:

one million four hundred twenty two thousand four hundred

Dollars



Bidder's Signature

President

Title

California Professional Engineering, Inc.

Company Name

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. Please See Attached

Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

2. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

3. _____
Name and Address of Agency

Name and telephone number of person familiar with project

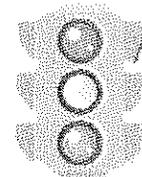
Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Please See Attached

California Professional Engineering, Inc.

-Quality Beyond Expectations-



Traffic Signal References

County of Los Angeles Department of Public Works

Aviation Blvd | 118th Street/Northrup Grumman Avenue to Ocean Drive #TSM0010190

Original Contract Amount: \$1,352,897.25

Final Contract Amount: \$1,415,076.67

Contact: Fred Kheradvar

Main: 626.458.3199

Email: fkheradv@dpw.lacounty.gov

Approximate Start/End Dates: September 2016 – April 2018

Brief Description of Work: Traffic Signal Installation/Modifications at multiple intersections along Aviation Blvd including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

County of Los Angeles Department of Public Works

Florence Avenue/Mills Avenue | Orr and Day Road to Whittier Boulevard #TSM0010312

Original Contract Amount: \$981,099.00

Final Contract Amount: \$1,031,181.21

Contact: Anoush Hovsepian

Main: 626.458.3139

Email: ahovsepian@dpw.lacounty.gov

Approximate Start/End Dates: August 2017 – September 2018

Brief Description of Work: Traffic Signal Installation/Modifications at multiple intersections along Florence Avenue including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

County of Los Angeles Department of Public Works

Colima Road | Camino Del Sur to East of Tierra Luna (Pedestrian Crossing) #TSM0010196

Original Contract Amount: \$981,099.00

Final Contract Amount: \$1,746,742.55

Contact: Joel Zaragoza

Main: 626.458.4973

Email: JZARA@dpw.lacounty.gov

Approximate Start/End Dates: January 2017 – October 2018

Brief Description of Work: Traffic Signal Installation/Modifications at multiple intersections along Colima Road including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, SCE underground substructures, concrete/asphalt improvements, etc.

County of Los Angeles Department of Public Works

Florence-Firestone Community Safe Routes to School # RDC0016046

Original Contract Amount: \$708,395.78

Final Contract Amount: \$733,074.89

Contact: Robert Eisenhamer

Main: 626.458.3155

Email: REISENHA@dpw.lacounty.gov

Approximate Start/End Dates: October 2017 – March 2018

Brief Description of Work: Traffic Signal Installation/Modifications at multiple intersections including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

City of Orange

Left Turn Phasing Signal Modification | Chapman Avenue & Cannon Street #HSIPL 5073(079) SP-3868

Left Turn Phasing Signal Modification | Batavia Street & Collins Avenue #HSIPL 5073(081) SP-3870

Original Contract Amount: \$599,999.00

Final Contract Amount: \$608,424.00

Contact: Medel Llanes

Main: 714.744.5535

Email: mllanes@cityoforange.org

Approximate Start/End Dates: April 2018 – October 2018

Brief Description of Work: Traffic Signal Installation/Modifications including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, CCTV, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

City of Orange

Tustin Street and Vanowen Avenue Traffic Signal Modification #SP-3927

Original Contract Amount: \$355,156.00

Final Contract Amount: \$386,200.60

Contact: Medel Llanes

Main: 714.744.5535

Email: mllanes@cityoforange.org

Approximate Start/End Dates: August 2016 – October 2016

Brief Description of Work: Traffic Signal Installation/Modifications including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, CCTV, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

City of Santa Ana

Traffic Signal Modifications on:

17th Street at English Street | MacArthur Boulevard at Plaza Drive #15-6834

Edinger Avenue at Sullivan Street | Westminster Avenue at Clinton Street #15-6834

Original Contract Amount: \$865,319.00

Final Contract Amount: \$872,755.00

Contact: Michael Ortiz

Main: 714.647.5624

Email: MOrtiz@santa-ana.org

Approximate Start/End Dates: January 2017 – December 2017

Brief Description of Work: Traffic Signal Installation/Modifications at various intersections including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, CCTV loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

City of Santa Ana

Safe Routes to School Enhancements for Heninger Elementary #16-6870

Original Contract Amount: \$417,341.50

Final Contract Amount: \$429,508.89
Contact: Michael Ortiz
Main: 714.647.5624
Email: MOrtiz@santa-ana.org

Approximate Start/End Dates: January 2017 – December 2017

Brief Description of Work: Traffic Signal Installation/Modifications at Heninger Elementary including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

City of Westminster

Traffic Signal Modifications Various Locations (4 Intersections) #2373

Original Contract Amount: \$525,438.00
Final Contract Amount: \$543,508.69
Contact: Bill Pham
Main: 714.548.3457
Email: hpham@westminster-ca.gov

Approximate Start/End Dates: May 2017 – November 2017

Brief Description of Work: Traffic Signal Installation/Modifications at various intersections including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

City of Burbank

Safe Routes to School Cycle 8 Project #1378

Original Contract Amount: \$865,319.00
Final Contract Amount: \$941,321.69
Contact: Jonathan Yee
Main: 818.238.3969
Email: jyee@burbankca.gov

Approximate Start/End Dates: June 2016 – October 2016

Brief Description of Work: Traffic Signal Installation/Modifications at various intersections including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

City of Ceres

Traffic Signal Interconnect Part 14

Original Contract Amount: \$312,862.50
Final Contract Amount: \$339,226.87
Contact: Samir Royal
Main: 209.538.5617
Email: Samir.royal@ci.ceres.ca.us

Approximate Start/End Dates: July 2017 – October 2017

Brief Description of Work: Traffic Signal Installation/Modifications at various intersections including vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

City of Bakersfield

Traffic Signal Interconnect Part 14

Original Contract Amount: \$462,027.50

Final Contract Amount: \$466,397.80

Contact: Joe Catalan

Main: 661.326.3597

Email: jcatalan@bakersfieldcity.us

Approximate Start/End Dates: June 2016 – October 2016

Brief Description of Work: Installation of conduit, fiber optic cable, models, networking equipment, other fiber optic equipment, and surge suppression of equipment along Stockdale Highway from Allen Road to Coffee Road.

Riverside County Transportation Department

Pourroy Road Traffic Signal and Safety Lighting Project | French Valley Area #C8-0067

Weirick Road Restriping and Signal Modification Project | Temescal Valley Area #C8-0076

Original Contract Amount: \$458,048.00

Final Contract Amount: \$458,048.00

Contact: Ivan Mendoza

Main: 562.254.9351

Email: ivanmmendoza@aol.com

Approximate Start/End Dates: August 2018 – October 2018

Brief Description of Work: Traffic Signal Installation/Modifications including new traffic signal poles and vehicular/pedestrian traffic gear, new controller cabinets with new foundations, new service pedestals with new foundations, battery backup installation, video detection system installation, safety lighting installation, emergency vehicle preemption installation, new ada compliant curb ramps, new striping and markings, loop detection systems, new underground conduit and pullbox installation, SCE underground substructures, concrete/asphalt improvements, etc.

document last modified 11.20.2018



929 Otterbein Ave., Unit E
La Puente, CA 91748
Ph: (626) 810-1338
Fax: (626) 810-1322
www.cpeengineeringinc.com

California Professional Engineering, Inc.

We intend to procure *all bonds* from:

The Hanover Insurance Company
Yung T. Mullick, Attorney-In-Fact
24800 Chrisanta Drive, Suite 160
Mission Viejo, CA 92691
949-461-7000-office #
949-461-7725-fax #
ymullick@thebond-exchange.com

We intend to procure *all general/access liability/auto liability certificates* from:

Duran Risk & Insurance Services, Inc. an affiliate of United Agencies, Inc.
George Duran, Agent
6371 Haven Ave. Suite 3-222
Rancho Cucamonga, CA 91737
909-360-1108-office #
909-360-1273-fax #
george@duraninsuranceservices.com

We intend to procure *all workers' compensation certificates* from:

Duran Risk & Insurance Services, Inc. an affiliate of United Agencies, Inc.
George Duran, Agent
6371 Haven Ave. Suite 3-222
Rancho Cucamonga, CA 91737
909-360-1108-office #
909-360-1273-fax #
george@duraninsuranceservices.com

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name California Professional Engineering, Inc.

Business Address: 929 Otterbein Ave Unit E, La Puente, CA 91748

Telephone 626-810-1338

State Contractor's License No. and Class: 793907; A, C-10

Original Date Issued 04/16/2001 Expiration Date 04/30/2019

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Van Nguyen, President

929 Otterbein Ave Unit E, La Puente, CA 91748 626-810-1338

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows: N/A

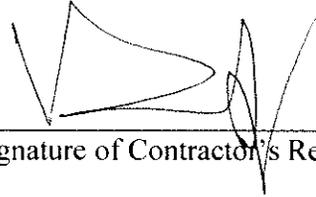
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

California Professional Engineering, Inc.

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 16 day of January, 2019.

BIDDER California Professional Engineering, Inc.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative

Van Nguyen

Printed Name

President

Title

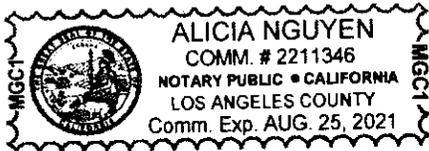
Subscribed and sworn to this 15 day of January, 2019.

NOTARY PUBLIC _____

JURAT

State of California }
County of Los Angeles } SS.

Subscribed and sworn to (or affirmed) before me on this 16th day of January, 2019, by
Van Nguyen, proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



[Signature]
NOTARY'S SIGNATURE

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER President
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY (IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER

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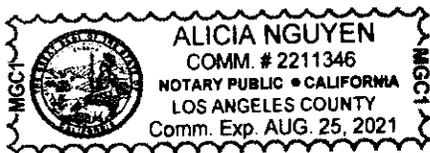
ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los angeles } SS.

On 01/16/19, before me, Alicia Nguyen, Notary Public,
DATE
personally appeared Van Nguyen, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Handwritten Signature]
NOTARY'S SIGNATURE

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER President
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Bidder's Bond
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

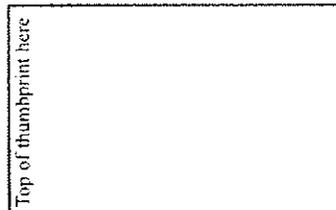
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On January 3, 2019 before me, Irene Luong, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick
Name(s) of Signer(s)

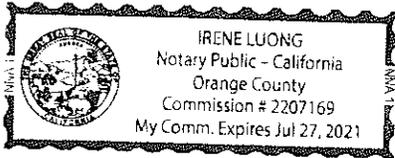
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature

Signature of Notary Public Irene Luong



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____



ALLIED WORLD INSURANCE COMPANY
 199 Water Street
 New York, NY 10038
 USA

POWER OF ATTORNEY

Issue Date: August 24, 2018

No. 32826-A2077

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

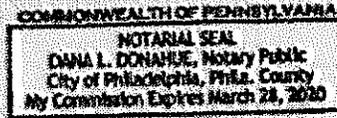
Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): James W. Moilanen Yung T. Mullick
Stephanie Hoang
 FIRM: The Bond Exchange & Insurance Agency 24800 Chrisanta Drive Suite 160 Mission Viejo, CA 92691

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 24th day of August, 2018



Robert E. Staples

Name: Robert E. Staples
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

Dana L. Donahue

Notary
 My Commission Expires: 03/28/2020

On this 24th day of August, 2018, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, **Sung Lee**, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 3rd day of January, 2019

All Claim Notices should be sent to the below:

Allied World Insurance Company
 Attn: Surety Department
 30 South 17th Street, Suite 1600
 Philadelphia, PA 19103

Sung Lee
 Sung Lee, VP, Legal

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Allied World Insurance Company

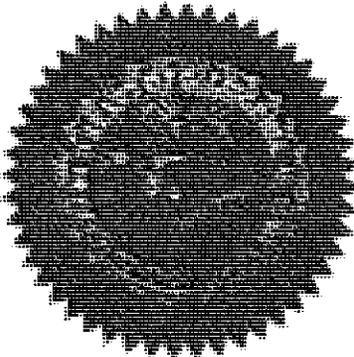
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 22nd day of May, 2013,
I have hereunto set my hand and caused my official seal to be affixed
this 22nd day of May, 2013.



Dave Jones
Insurance Commissioner

By

Susan J. Stapp
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312

FY 2018/2019
PROJECT NO.: 2018-05

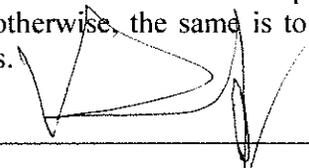
IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

Bidders Bond for 10%

Dollars

(\$ _____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.



President

California Professional Engineering, Inc.

Bid

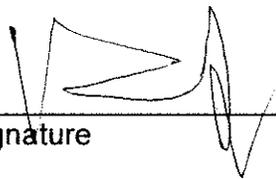
**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

California Professional Engineering, Inc.
Contractor Name


Signature

January 16, 2019
Date

President
Title

Hereby acknowledge receipt of Addendum No. 1 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

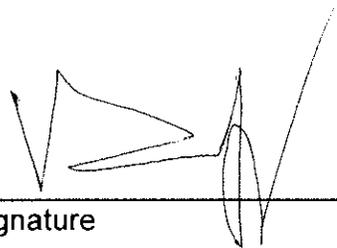
**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

California Professional Engineering, Inc.
Contractor Name


Signature

January 16, 2019
Date

President
Title

Hereby acknowledge receipt of Addendum No. 2 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

California Professional Engineering, Inc.

Contractor Name

1000001980

Contractor Department of Industrial Relations Registration Number:

06/30/2019

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

DBX, Inc.

PROPOSAL
FOR
SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID PROPOSAL

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	17000 -	17000.00
2	Traffic Control	LS	1	20000 -	20000.00
3	Furnish and Install 14' Cantilever Changeable Message Sign	EA	3	76842 ^{JP} -	230526.00 ^{JP}
4	Traffic Signing, Striping, Markings and Curb Painting	LS	1	59000 -	59000.00
5	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Belgrave Avenue	LS	1	66724 -	66724.00
6	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Randolph Street	LS	1	74108 -	74108.00
7	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Clarendon Avenue	LS	1	66974 -	66974.00
8	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Zoe Avenue	LS	1	70870 -	70870.00
9	Traffic Signal System Upgrade for the Intersection of Pacific Boulevard and Saturn Avenue	LS	1	70532 -	70532.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
10	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Belgrave Avenue	LS	1	105896-	105896.00
11	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Randolph Street	LS	1	118204-	118204.00
12	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Zoe Avenue	LS	1	107362-	107362.00
13	Traffic Signal System Upgrade for the Intersection of Miles Avenue and Saturn Avenue	LS	1	107087-	107087.00
14	Traffic Signal System Upgrade for the Intersection of State Street and Randolph Street	LS	1	105001-	105001.00
15	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Clarendon Avenue and Gage Avenue	LS	1	29473-	29473.00
16	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Gage Avenue and Zoe Avenue	LS	1	33463-	33463.00
17	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Zoe Avenue and Saturn Avenue	LS	1	36553-	36553.00
18	Upgrade for the Pacific Boulevard Pedestrian Crossing Between Saturn Avenue and Florence Avenue	LS	1	36553-	36553.00
19	Furnish and Install Wireless Interconnect System	EA	14	7000-	98000.00
20	Furnish and Install Public Improvement Project Signs	EA	2	1800-	3600.00
TOTAL AMOUNT BID IN FIGURES					\$ 1,451,926.00

TOTAL AMOUNT BID IN WORDS:

^{JP} one million Four hundred Fifty one thousand nine hundred twenty six
dollars and zero cents Dollars

James C. [Signature]
Bidder's Signature

President, Secretary, Treasurer
Title

DBX, Inc.
Company Name

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

<u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u>	<u>PORTION OF WORK, MATERIALS, OR EQUIPMENT</u>
1) <u>Superior Pavement Markings</u> <u>5312 Cypress St.</u> <u>Cypress, CA 90630</u> <u>714-995-9100 Lic# 776306</u>	<u>signing, striping,</u> <u>markings & curb</u> <u>painting</u>
2) <u>Gexpro</u> <u>20995 State College Blvd. #200</u> <u>Anaheim, CA 92806</u> <u>714-712-8568</u>	<u>Cms structure</u>
3) <u>McCain</u> <u>2365 Oak Ridge Way</u> <u>Vista, CA 92081</u> <u>760-727-8100</u>	<u>Vehicle signals, GPS,</u> <u>BBS w/ Batteries & cabinet,</u> <u>Controller, Anchor bolts</u>
4) <u>Iteris</u> <u>1700 Carnegie Ave #100</u> <u>Santa Ana, CA 92705</u> <u>909-626-0545</u>	<u>video detection</u>

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. City of Coachella 1515 Sixth St, Coachella, CA 92236
Name and Address of Agency
Gordon Fisher 760-501-8121
Name and telephone number of person familiar with project
\$2,059,403.12 5 New traffic signals 3/21/18
Contract amount Type of work Date completed

2. City of Pasadena 100 N. Garfield Ave, Pasadena, CA 91101
Name and Address of Agency
John Ramey 626-744-6912
Name and telephone number of person familiar with project
\$1,916,044.50 Intelligent transportation System 7/31/18
Contract amount Type of work Date completed

3. City of Encinitas 505 S. Vulcan Ave, Encinitas, CA 92024
Name and Address of Agency
Luke Baker 760-633-2704
Name and telephone number of person familiar with project
\$762,233.92 Fiber Internconnect 4/2/17
Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

-
- Culbertson Insurance Services Inc. 714-921-0530
5500 E. Santa Ana Canyon Rd. #201, Anaheim, CA 92807
-
- GMGS 949-559-6700
6201 Oak Canyon Ste 100, Irvine, CA 92618
-

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name DBX, Inc

Business Address: 42024 Avenida Alvarado, suite A
Temecula, CA 92590

Telephone 951-296-9909

State Contractor's License No. and Class: 240547 A+C-10

Original Date Issued 1966 Expiration Date 7/31/19

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

James C. Perry, President, Secretary Treasurer
3258 Sumac Ct. Fallbrook, CA 92028 760-728-9194

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

n/a

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

n/a

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 8 day of January, 2019.

BIDDER DBX, Inc

James C. Perry

James C. Perry

President, Secretary, Treasurer

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

James C. Perry

Signature of Contractor's Representative

James C. Perry

Printed Name

President, Secretary, Treasurer

Title

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC Jurat attached

Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

BOND# N/A
PREMIUM: NIL

FOR

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312

FY 2018/2019
PROJECT NO.: 2018-05

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that DBX, INCORPORATED
_____, as BIDDER, and _____
DEVELOPERS SURETY AND INDEMNITY COMPANY _____, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

TEN PERCENT OF AMOUNT BID

_____ dollars (\$ 10% _____), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time
specified, then this obligation shall be null and void, otherwise it shall remain in full force and
effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
19TH day of DECEMBER, 2018

42024 AVENIDA ALVARADO, STE. A
BIDDER* DBX, INCORPORATED TEMECULA, CA 92590 PH. 951-296-9909

BY: James C. Perry
James C. Perry, President, Secretary / Treasurer 17771 COWAN, STE. 100

SURETY* DEVELOPERS SURETY AND INDEMNITY COMPANY IRVINE, CA 92614

BY: [Signature] PH. 714-784-5660

CHARLES L. FLAKE / ATTORNEY-IN-FACT
Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

AUTHORIZED REPRESENTATIVE:
CULBERTSON INSURANCE SERVICES, INC.
5500 E SANTA ANA CANYON ROAD, STE. 201
ANAHEIM, CA 92807 C-10
PHONE: 714-921-0530

JURAT FORM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

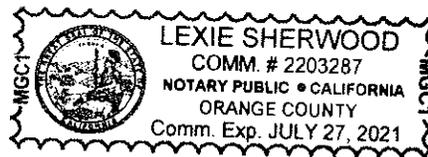
COUNTY OF ORANGE)

Subscribed and sworn to (or affirmed) before me on this 19TH day of

DECEMBER, 20 18 by CHARLES L. FLAKE,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Lexie Sherwood (NOTARY SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____

When executing a jurat, a notary shall administer an oath of affirmation to the affiant and shall determine, from satisfactory evidence, that the affiant is the person executing the document. The affiant shall sign the document in the presence of the notary.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

David L. Culbertson, Charles L. Flake, Lexie Sherwood, Heather Willis, Spencer Flake, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of December, 2018.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312**

**FY 2018/2019
PROJECT NO.: 2018-05**

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312

FY 2018/2019
PROJECT NO.: 2018-05

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a ~~certified check~~, a ~~cashier's check~~, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of Ten percent of bid

_____ Dollars
(\$10% of bid). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bid

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

DBX, Inc.
Contractor Name

James C. Lee
Signature

1/8/19
Date

President, Secretary, Treasurer
Title

Hereby acknowledge receipt of Addendum No. 1 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

**SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT
METRO FUNDED CFP NO.: F7312
FY 2018/2019
PROJECT NO.: 2018-05**

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

Statement of Bidder Acknowledgment

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

DBX, Inc.
Contractor Name

James C. P...
Signature

1/8/19
Date

President, Secretary, Treasurer
Title

Hereby acknowledge receipt of Addendum No. 2 to SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT, METRO FUNDED CFP NO.: F7312, FY 2018/2019, PROJECT NO.: 2018-05 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 19, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICE CONTRACT (PSC) FOR CONSTRUCTION MANAGEMENT/INSPECTION AND LABOR COMPLIANCE SERVICES FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 (CALL FOR PROJECTS ID# F7312)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve staff's recommendation to award a professional services agreement to KOA Corporation to provide Construction Management & Inspection and Labor Compliance services for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 (Call for Projects ID# F7312) for a not-to-exceed amount of \$178,200;
2. Authorize the City Manager or his designee to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 4, 2018, the City Council directed staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to perform Construction Management (CM) services. The RFP was posted on the City's website and supplementary electronic media. The Project requires CM services to coordinate the effort of inspection, provide project oversight and labor compliance. CM services are the overall planning, coordination, and control of a project from beginning to completion.

Two (2) proposals for CM services were submitted before the January 16, 2019 closing date. Infrastructure Engineers (IE) and KOA Corporation (KOA) submitted proposals and were evaluated and scored based on the RFP's rubric criteria. City staff reviewed and rated the firms on the bases of prior experience managing similar types of projects, project approach pertaining to the managing and synchronization of traffic signal equipment, and

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICE CONTRACT (PSC) FOR CONSTRUCTION MANAGEMENT/INSPECTION AND LABOR COMPLIANCE SERVICES FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 (CALL FOR PROJECTS ID# F7312)

February 19, 2019

Page 2 of 3

the timely completion of the construction project. Based on the rubric criteria, KOA Corporation scored higher than Infrastructure Engineers. Based on the qualitative evaluation process, staff's recommendation is to award the CMCI services to KOA Corporation. However, KOA's proposed cost is \$103,200 higher than IE's. Staff believes KOA provides the expertise to manage the construction phase of this project but IE has provided CMCI services for multiple projects and staff believes it can work with IE to achieved the desired objective.

Company Name	Location	Proposal Cost
KOA Corporation	Monterey Park, CA	\$178,200
Infrastructure Engineers	Brea, CA	\$75,000

LEGAL REQUIREMENT

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

FISCAL IMPACT/FINANCING

The CM project budget containing KOA Corporation's cost proposal is shown below as itemized in the executed Memorandum of Understanding (MOU) FA# 92000000F7312 dated 6/11/2018 (On file in the Office of the City Clerk).

Items	Metro Grant Allocations	KOA Corporation	Account Number 207-8016.429-73-10	Account Number 209-8010-431.73-10
Construction Engineering & Management	\$126,450.00	\$126,450.00	\$99,895.50	\$26,554.50
Project Administration	\$58,167.00	\$51,750.00	\$40,882.50	\$10,867.50
Total =	\$184,617.00	\$178,200	\$140,778.00	\$37,422.00

This CM phase of the project is 100% reimbursable, up to \$184,617.

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICE CONTRACT (PSC) FOR CONSTRUCTION MANAGEMENT/INSPECTION AND LABOR COMPLIANCE SERVICES FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 (CALL FOR PROJECTS ID# F7312)

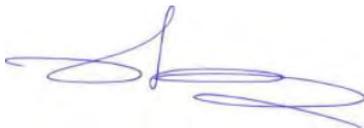
February 19, 2019

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Construction Management Construction Inspection Proposals
- B. KOA Corporation Draft Agreement

ATTACHMENT "A"

KOA Corporation



PROPOSAL FOR

**Construction Management / Construction
Inspection and Labor Compliance Services for
Signal Synchronization and Bus Speed Improvement
Metro Funded CFP No.: F7312 (CIP No. 2018-05)**



CITY OF HUNTINGTON PARK

January 7, 2019

TO

Mr. Daniel Hernandez
City of Huntington Park
6550 Miles Ave
Huntington Park CA 90255

FROM

Mr. Chuck Stephan, PE, VP
Director of CM Division
1100 Corporate Center Dr Ste 201
Monterey Park CA 91754
T: 323.260.4703
F: 323.260.4705
C: 310.525.0678
cstephan@koacorp.com

**RFP for
Construction Management /
Construction Inspection and Labor
Compliance Services for the Signal
Synchronization and Bus Speed
Improvement Project**

DATE

January 7, 2019

KOA Corporation ("KOA") appreciates the opportunity to submit this proposal to the **City of Huntington Park** for **Construction Management / Construction Inspection and Labor Compliance Services for the Signal Synchronization and Bus Speed Improvement** project. KOA is committed to working seamlessly with your staff and project team to ensure the successful delivery of this project.

KOA has over 100 professional public works planning, engineering, and construction management and inspection staff located only in southern California. We provide services to local agencies in the planning, design, and construction of capital improvement projects. The KOA team, our project systems, and our entire management structure are geared to providing flexible services to public agencies such as yours.

Our proposed Construction Manager is **Chuck Stephan, P.E.** Chuck has 34 years of engineering and construction experience. Our proposed inspector is Mr. **Doug Ramos**, who has over 30 years of experience and is a Level I, II, and III IMSA Traffic Signal Technician. Our backup inspector (to cover sick/vacation/off-shift assignments) is **Keith Laster** with over 25 years of experience and IMSA Certifications. We have additional inspection and professional traffic signal engineering staff available for supporting specialty services as needed.

KOA is registered with the Department of Industrial Relations, DIR # 1000018374 to provide Construction Inspection services.

Chuck Stephan will be the Management Contact and Project Manager for this contract. The contract would be managed through our Monterey Park office at 1100 Corporate Center Drive, Suite 201, Monterey Park CA 91754. You may contact me directly via cell phone at 310.525.0678 or via email at cstephan@koacorp.com. For more information regarding KOA Corporation, see our website at www.koacorporation.com.

Thank you for this opportunity to offer our services to the City of Huntington Park. Should you have questions during the selection process, please contact me at (310) 525-0678. We note that two addenda have been issued for the construction bid for this project, and have reviewed them in preparation of this proposal. We are looking forward to working with the City of Huntington Park on this important project.

Sincerely,



Chuck Stephan, PE
Vice President, Director of CM Division
KOA Corporation

SECTION 1: BACKGROUND

OUR COMMITMENT AND DEDICATION

KOA is committed to providing our construction inspection services to the City of Huntington Park. We will dedicate the necessary resources to complete this assignment on-time and within budget. Be assured that our key personnel will be assigned to each project for its duration and will not be removed or replaced by us without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules on a weekly basis. We also maintain a 6-month look-ahead by project and personnel in order to proactively identify resource needs and availability.

CONSTRUCTION MANAGEMENT

KOA has been providing Construction and Project Management Services for many types of public works projects for 30 years. Our Construction Managers/ Project Managers/ Inspectors have experience in managing new and refurbishment building projects, municipal water systems, sewers, utilities, electrical construction, bridges, highways, heavy civil projects, roadways, transportation projects, and rail. KOA's construction managers apply many years of experience on Caltrans, municipal, utility and private construction projects. Our team allows you access to some of the most practical Construction Managers and Technicians available. KOA provides all parties with up-to-the-minute information, and is sensitive to the special needs of your community. KOA also provides construction observation services for many types of projects. Our construction inspectors also bring many years of accrued skills in dealing with contractors and keeping the projects on track for timely completion.

CONSTRUCTION INSPECTION AND OBSERVATION

KOA provides construction inspection and observation services for many types of projects. KOA construction observers have experience with bridges, highways, heavy civil projects, roadways, utilities, traffic signals, transportation projects, rail, wharf and port facilities, federally funded projects, and virtually any other type of municipal or public projects. Our construction inspectors bring many years of accrued skills in dealing with contractors and keeping the projects on track for timely completion.

TYPES OF SERVICES

Construction Management

Civil Engineering
Traffic Engineering Transportation
Planning Active Transportation
Highway & Transportation Design
Program Management

YEAR FOUNDED

1987

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICES

Monterey Park
Orange
Ontario
San Diego

PROJECT OFFICE LOCATION

KOA CM Division
1100 Corporate Center Dr Ste 201
Monterey Park CA 91754
Tel: 323.260.4703
Fax: 323.260.4705

MAIN CONTACT

Chuck Stephan, PE
Construction/Project Manager
Principal Engineer
Cell: 310.525.0678
Ofc: 714.573.0317
cstephan@koacorp.com

SECTION 2: QUALIFICATIONS

KOA is a full service Public Works Transportation Planning, Engineering, and Construction Management firm of over 100 professionals working for public agencies in southern California. KOA has a complete Construction Management division of dedicated professionals, who provide only Construction Management and Inspection services, and have been doing so for 30 years. Our team will provide the City of Huntington Park with a deep field of professionals with broad experience in the disciplines required to successfully complete this project. The KOA team is the right Construction Inspection Consultant to meet the City's objectives, manage and construct the project efficiently and complete the project cost effectively. For this project, our team will be based out of the KOA Corporation main office at 1100 Corporate Center Drive Suite 201, Monterey Park CA 91754. Our field staff will report directly to the project site.

Our proposed Construction/Project Manager is **Chuck Stephan, P.E.** Chuck is a registered engineer with over 30 years of engineering and construction experience. He is the Director of the Construction Management Division at KOA. Chuck has designed, managed, and inspected numerous public works projects including traffic signals, street improvements, and ADA compliance, involving local, state, and federal-aid funding.

Our proposed primary inspector is Mr. **Doug Ramos**, who has over 30 years of experience. Doug's qualifications include:

- Level I, II, and III IMSA Traffic Signal Technician
- Level I IMSA Traffic Signal Inspector
- Corning fiber optic certification training
- Iteus and Econolite video detection training

Doug's work experience includes:

- City of Coachella, ST-68 Traffic Signal Synchronization Project
- City of Anaheim. Brookhurst Street Improvements from Katella Ave to Ball Road, Anaheim, CA
- City of Anaheim IMSA Level III Traffic Signal Technician (1986 - 2014), and Traffic Systems Communications Technician

We have an additional inspectors available if needed to cover sick/vacation/off-shift assignments. **Keith Laster** has over 25 years of experience and IMSA Certifications. Keith's qualifications include:

- IMSA (International Municipal Signal Association) Level I and II
- U.S. Naval Electricians Certification Class Certified in Concrete Testing
- Competent Person training SWPPP, BMP's Training

Keith's work experience includes:

- City of Anaheim – Various Projects, Anaheim, CA: 2002 – 2014, Senior Construction Inspector (signals)
- Wildan & Associates, Anaheim, CA: 2000 to 2002, Public Works Observer
- City of Norwalk, Norwalk, CA: 1993 to 2000, Traffic Signal Technician:

KOA Corporation has provided engineering design, construction management, and construction inspection services for many of traffic signal improvement and synchronization projects for a number of public agencies throughout southern California. We are currently working on the City of Claremont's Foothill Blvd Master Plan which includes traffic signal modification, ITS, and lighting improvements. Some of our projects include the following:

City of Diamond Bar Traffic Management Center Central System

KOA provided technical support to manage the City's Traffic Management Center Central System and other ITS-related services. Our scope of work included Traffic Signal Maintenance and Operation Master Plan (TSOM Master Plan), and TSOM Master Plan update completed in 2016; Inventoried Citywide Roadway Network & Existing Signal Equipment; Remote TMC Monitoring and Control of 60 City Signals; Development of City Traffic responsive System.

City of Coachella TSSP Project

KOA provided traffic engineering services for the City of Coachella Traffic Signal Synchronization Project. Our scope of services included preparation of communication system, traffic signal modification and TMC plans, construction management and inspection. The project consisted of installation of a new fiber optic communication network along two major corridors in the City with connections to a new TMC at the public works building as well as a separate work station at City Hall. It also required integrating the existing ITS field elements into the new network. We provided signal timing and coordination along the project corridors as well as fine tuning the timing as needed after implementation. The project improvements called for controller upgrades, ITS hardware & software upgrades, CCTV, Video detection, new 72 single mode fiber optic interconnect of all City intersections, redundant wireless interconnect and migrated the City to the new McCain 2070ATC controllers running the Omni eX program monitored on Transparency TMC central system software.

Claremont Foothill Blvd Master Plan

KOA was retained by the City to prepare plans, specifications and estimates (PS&E), and provide Construction Management and Inspection services to implement the Foothill Boulevard Master Plan in the City of Claremont. The project is contained to a two mile stretch along Foothill Boulevard between Town Avenue and The City Boundary. The project includes roadway improvements, bio-swales, storm drains, bicycle lanes, separated bicycle lanes, intersection bulb-outs, median and parkway landscaping, traffic signal modification, ITS, sidewalk improvements, and street/pedestrian lighting. The project is currently in construction.

City of Azusa Traffic Management System Project

KOA provided traffic engineering, construction management and inspection services to the City of Azusa for their Traffic Management System Project. Our scope of work included preparation of an ITS master plan which provided the City an assessment of their current traffic signal equipment and recommended ITS improvement opportunities, communication, traffic signal, real-time monitoring systems, and signing and striping design plans, specifications and estimates and multi-agency coordination (Caltrans, Los Angeles County, Metro, SCRRRA and neighboring cities).

City of Long Beach Corridor Traffic Signal Improvements

KOA served as the prime consultant of the project that provided controller upgrades, transit priority programming, and timing optimization for a total of 101 City intersections for improved vehicle, bus and light rail operation. The project included the north-south corridors for the "Metro Blue Line" light rail intersections along the Long Beach Boulevard (32 signalized intersections) and Atlantic Avenue (52 signalized intersections) corridors, along with the re-timing of four important east-west downtown cross corridors (17 signalized intersections). Metro "Blue Line" intersections were upgraded with 2070 LX controllers with D4 program and transit priority programming. A total of 25 Atlantic Avenue intersections were upgraded with 2070 LX controllers with McCain's Omni eX programming and nine (9) with D4 programming. As the prime consultant, KOA provided the traffic signal synchronization services, multimodal travel time runs and for before and after studies, controller timing sheet conversions, controller implementation, and PS&E design review support.

Beverly Boulevard Traffic Signal Synchronization Project: Whittier, Pico Rivera, Montebello & Los Angeles County

Bellflower Boulevard Traffic Signal Synchronization Project: Bellflower

Artesia Boulevard Traffic Signal Synchronization Project: Artesia

Whittier Lambert Road TSSP: Whittier, Ca

Fair Oaks Avenue Traffic Signal Synchronization Project: Fair Oaks

Garvey Avenue Traffic Signal Synchronization Project: Los Angeles County

Garfield Avenue Traffic Signal Synchronization Project: Los Angeles County

Foothill Boulevard Traffic Signal Synchronization Project: Los Angeles County

Beverly Boulevard Traffic Signal Synchronization Project: Los Angeles County

Central Avenue Traffic Signal Modification And Fiber Optic Interconnect Plan: Glendale

SECTION 3: PROJECT APPROACH

The City of Huntington Park plans to construct traffic signal improvements at 14 signalized locations (10 intersections, and 4 mid-block crossings) on 3 street corridors, including changeable message signs; installation of Type 170 controller in type 332 cabinet; replacement or installation of various signal heads installation of Ethernet broadband radio wireless interconnect systems and antennae; installation of battery backup systems and installation of video detection. Various striping improvements will be placed throughout the three street corridors, consisting of Pacific Blvd from Slauson Avenue to Florence Avenue, Miles Ave from Slauson Avenue to Florence Avenue, and State Street from Slauson Avenue to Florence Avenue. The construction work is out to bid, with bids due on January 9, 2019. The engineer's estimate is \$900,000. The contracting period is 120 working days, with award planned by February 2019. This is a Metro funded project. KOA's overall objective is to provide scheduling expertise, excellent documentation and superior knowledge of the contract documents to oversee the contractor and enable us to effectively manage claims and all other areas of the contract including schedule, budget, client relations, quality, safety, RFIs and submittals. **KOA can provide additional design/constructability review and construction/traffic signal engineering assistance as needed.**

Our first work assignments will include collating, reviewing and organizing all construction documents, coordinating with utilities and key stakeholders, and facilitating the Contractors submittals, especially for scheduling and phasing, including long-lead procurement items. We note that traffic signal equipment currently has a long lead delivery time—approving and ordering long lead materials will be critical to the successful completion of this project on time. A preliminary Notice to Proceed can be issued prior to the official start of work to expedite procurement. Outreach and coordination with public transit and stakeholders will likewise be critical to the success of the project. We will photograph the entire site to document existing conditions prior to construction.

Following the initial project startup tasks and NTP, KOA with the Contractor will conduct a detailed site investigation and we will document existing facilities, and coordinate responses and clarifications to develop a complete plan of action. Work affecting signal operations will be coordinated well ahead of time with the City and the City's traffic signal operator. Work will then commence in accordance with an orderly phasing plan. The phasing plan will implement the work in stages while maintaining minimal disruption for public travel and adjacent commercial businesses. The Contractor will be required to submit the schedule and phasing plan, periodic updates, stormwater protection plan, material submittals, look-ahead schedule, material certificates, Certified Payroll reports, workforce labor and equipment, and other required documentation for itself and each subcontractor.

CONSTRUCTION MANAGEMENT

The CM will oversee the project construction, schedule, and costs to complete the work in accordance with contract documents, in a timely and cost effective manner. Specific work will include the submittal, review, comment, and approval of submittals, shop drawings, RFI's, CO's, schedule, phasing, notifications, pay requests, WSWD, material testing, and project close-out including punchlist, As-builts, reports, photos, certifications, monumentation, and final payment.

CONSTRUCTION INSPECTION

The CI will provide for full-time on-site documentation of the construction process at all times while the Contractor is working. He will coordinate with the CM, the City's project manager, testing firm, and stakeholders. Tasks will include daily reports, photo/video documentation, receive material certificates, verify submittals, relay directions and notices, verify notifications and posters, monitor safety, traffic control, phasing, and NPDES compliance, and verify ADA compliance.

LABOR COMPLIANCE

KOA will ensure that the Contractor has submitted the appropriate Prevailing Wage Certified Payroll reports to the State Department of Industrial Relations. Prevailing wage information will be compared to the Construction Daily Reports noting employee, work category, and hours worked, and the Prevailing Wage rate database applicable to the project. We will verify that the employees are paid the minimum required amount for the hours and categories worked.

SECTION 4: PERSONNEL

CHUCK STEPHAN, PE

PRINCIPAL-IN-CHARGE / PRINCIPAL ENGINEER / PROJECT MANAGER

- Specializes in Project Management, Civil Engineering Design, and Construction Management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements.
- Provides staff assistance to municipal engineering departments on temporary or part-time basis as needed; provide staff training in project management, design, and construction management skills.
- Manages various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests.

RELEVANT EXPERIENCE

Director of Construction Management Division/ Project Manager/

Construction Manager, KOA Corporation Provide the daily management of Division operations, personnel, and administration. Provide project specific on select Construction Management assignments. Currently wrapping up CM and Labor Compliance on four concurrent federal-aid traffic signal improvement projects for the City of Garden Grove.

Engineering Services, Program Management, Project Management, Design, and Construction Management, La

Habra, CA For more than ten years, Mr. Stephan provided engineering services to the City of La Habra Department of Public Works for the management, design, and construction of various public works capital improvement projects and studies. These projects and services have included annual pavement rehabilitation projects, annual water main replacement projects, arterial rehabilitation projects with federal-aid funding, intersection improvements with federal-aid funding, pedestrian facilities (curb, gutter, sidewalk, ADA ramps) with Safe Routes to School funding, alley reconstruction with CDBG funding, plan checking, bid assistance, federal-aid reimbursements, park facility ADA improvements, athletic fields, survey staking, and storm drain improvements

Engineering Services, Program Management, Project Management, Design, and Construction Management,

Torrance, CA Interim Project Manager. Mr. Stephan provided engineering services to the City of Torrance Department of Public Works for the management, design, and construction of various public works capital improvement projects and studies. Projects included: annual pavement rehabilitation projects; annual water main replacement projects, arterial rehabilitation projects with federal-aid funding, street widening and intersection improvements with federal-aid funding; pedestrian facilities, plan checking, bid assistance; federal-aid reimbursements and storm drain improvements.

Three federal-aid Traffic Signal Improvements, and 612 Ped Head Installations, City of Garden Grove

Harbor Boulevard and Lambert Road Intersection Improvements, City of La Habra, CA

Whittier Boulevard and Beach Blvd Intersection Improvements, City of La Habra, CA

Brookhurst Street Improvements from Interstate 5 to SR-91, City of Anaheim, CA

Valley Drive & Aviation Blvd, Manhattan Beach, CA

Street Rehabilitation and Water System Improvement Project, Monterey Park, CA

EDUCATION

BS, Agricultural Engineering,
California Polytechnic State
University, San Luis Obispo, CA

REGISTRATIONS

Professional Engineer (Civil), CA
#C50481

Professional Engineer (Civil), HI
#PE-8432(CE)

American Public Works
Association

OSHA 10 hour Safety Training

DOUG RAMOS

CONSTRUCTION INSPECTOR / ELECTRICAL, TRAFFIC SIGNALS, FIBER

Mr. Ramos has over 30 years of experience in public works construction, traffic systems communications, inspection and oversight on various traffic signals, CCTV, CMS, Fiber Optic, and all communications and pertinent devices. He worked for the City of Anaheim as an IMSA Level III as a systems technician and inspector for nearly his whole career. He has overseen small to large City Traffic Signal Improvement projects, inspections, maintenance and oversight of closed circuit camera systems, fiber optic cable installations, and various other signal synchronization and electrical projects throughout the City in his career.

City of Coachella ST-68 Traffic Signal Synchronization Project KOA provided ITS and signal design services and construction inspection for the Traffic Signal Synchronization and ITS Infrastructure Phase I Deployment of the City's ITS Master Plan. Mr. Ramos provided construction field inspection of the signal controller, fiber optic cable installation, and the construction of the new traffic management center of the project. The scope included complete construction documents (PS&E) for controller upgrades, ITS hardware & software upgrades, new 72 single mode fiber optic interconnect of all City intersections, redundant wireless interconnect and the PS&E to construct a new Traffic Management Center (TMC). The project will migrate the City from Type 170 controllers with BI Tran 233 to the new McCain 2070ATC controllers running the Omni Ex program and Transparity TMC central system software. The TMC PS&E includes the design for a 3x2-47" flat panel live video wall for the operation center and server room in support of a central signal control, remote access of video detection and CCTV pan tilt zoom cameras. Signal synchronization and timing Implementation for 16 City traffic signals is included, as well as timing implementation and training for City staff for TMC operation.

Brookhurst Street Improvements from Katella Ave to Ball Road, Anaheim, CA KOA provided reconstruction and widening of Brookhurst Street with the construction of two additional travel lanes and class 2 bikeways. The work on this major Anaheim trunk road included new traffic signals. Mr. Ramos provided the traffic signal and electrical inspections on this project.

City of Anaheim IMSA Level III, Anaheim, CA (1986 - 2014): Douglas Ramos has implemented and performed traffic signal preventive maintenance programs as a Systems Technician and In-house Inspector for 30 years in the City of Anaheim. Included in these duties were inspections and oversight, 24 hour stand by on-call, troubleshooting and repair of all city traffic signals, CCTV, CMS and communications of all pertinent devices. He performed shop burn in and cabinet testing of new controller cabinets and fiber optic systems for contractor and city installations. He assisted in new and existing conflict monitor testing program. He provided inspections, over site and supervision of field and cabinet modifications by contractors. Performed field modifications including installing police control panels and additions of phasing and detection systems. Installed and replaced video detection cameras, programmed detection zones and updated software. He performed USA alert field marking and he performed controller cabinet replacements and oversight in the field. He also worked as a Level I and II IMSA for the City in his earlier years. He completed inspection reports, worked with various other stakeholders, coordinated with contractors, and maintained project files.

City of Anaheim - Traffic Systems Communications Doug assisted with citywide implementation of communications network first with cable and then fiber, including a traffic management center, all traffic signals, CCTV, and CMS. He assisted with the traffic management center including cable routing and terminations etc. He performed fiber optic cable inspections and installations including routing cable in conduit runs, installing connectors, fusion splices, light meter testing and OTDR testing. Supervised and inspected fiber installations city wide. Installed fiber for two Anaheim Fire Stations including connectors, interface equipment and establishing communications to city network. He also, Installed CCTV in various locations within the city including fiber and inspected and established communications to the TMC.

City of Anaheim – Other City Projects Supervised, Inspected, and assisted to update surrounding traffic systems infrastructure when the Disneyland California Adventure was built. Work included traffic signal, CCTV, CMS and fiber optic communications installations. Supervised and assisted with the Katella street widening project in the city's Platinum Triangle area, included installing fiber, CCTV, CMS and traffic signal modifications. He supervised new city wide LED Illuminate Street Name Sign project, new LED CMS and lane directional arrow signs for new ARTIC transit station and Douglass street entrance to Anaheim Stadium.

EDUCATION

Cypress Junior College - 2 Years of Junior College

CERTIFICATIONS

Level I, II and III, IMSA Traffic Signal Technician.

Level I IMSA Traffic Signal Inspector.

Corning fiber optic certification training.

Iterus and Econolite video detection training

KEITH LASTER

SENIOR CONSTRUCTION INSPECTOR / TRAFFIC SIGNALS

PROFESSIONAL EXPERIENCE

Mr. Laster has over 25 years of inspections experience in the private and public sector with an extensive knowledge in supervising inspections, construction/project management and area supervision. He has strong communications and people skills that compliment his ability to mentor and coach others. His core values include having a good work ethic, being positive and caring, and doing what is right. His written and oral communication, organization skills and follow through are personal strengths that add value to his work.

PROJECT EXPERIENCE

City of Anaheim – Various Projects, Anaheim, CA: 2002 – 2014 - Senior Construction Inspector - Oversee all traffic signal installations/modifications in the City, ITS systems and communications (FOC as well as CCTV). He takes projects from plan check to award, pre-construction meeting, construction build out along with progress payments to post construction. He maintains accurate daily reports and maintains accurate as-built plans. Responsible for the Western section of the City of Anaheim, work that includes interacting with residents, builders and contractors, utility companies (AT&T, Gas Company, Electric Utility Companies), and coordinating with soils and materials testing firms and providing the City with assistance in delivering projects on time and under budget, while complying with city standards. During his time at the City of Anaheim, he has received several letters from residents to the Mayor complementing him on his outstanding customer service.

Wildan & Associates, Anaheim, CA: 2000 to 2002 - Public Works Observer – Responsibilities included: Provide public work inspection services for clients and conduct inspection and materials used in the construction and/or resurfacing of streets, traffic signals, sidewalks, curb and gutter, sidewalks, handicap ramps, asphalt repairs, parks, lighting structures and other improvements. Maintain accurate records and daily reports, documenting and reporting of correspondence to consulting with developers, contractors and homeowners in collaboration of improvement sites. Review of plans and specifications, soils reports, track submittals and any extra work, and checks for compliance with codes.

City of Norwalk, Norwalk, CA: 1993 to 2000, Traffic Signal Technician: Responsibilities included: Maintaining, repair and inspection of all signals and street lighting. Utilized knowledge of materials, methods and safe practices, developed and implemented sound plans for assignment of crews and assured timely completion and submittal of reports. Knowledge of volt horn, amp meters, triplet and meggers, and responding to emergency signal calls involving pole and equipment knockdowns, intersections, in-flash, accidents, and conflict management.

EDUCATION

Rancho Santiago College
Coursework 8 Construction Inspections Courses

CERTIFICATIONS

IMSA (International Municipal Signal Association) Level 1 and II
U.S. Naval Electricians Certification Class Certified in Concrete Testing
Competent Person training
SWPPP, BMP's Training

SECTION 5: QA/QC

KOA has strong quality control procedures in place that all staff are required to follow. For each project, we develop a quality control implementation plan for which we obtain approval from the client. Once the QA/QC plan process is approved by the client we implement it and follow through the entire phase of the project.

Our initial effort will be to collate and review all construction contract documentation. We will organize and outline required work, submittals, procedures and documentation required by the Contractor. We will provide clarification and appropriate responses to Contractor Requests for Information, Construction Change Orders, unclear or ambiguous work, and problem situations in the field (NOTE: KOA has traffic signal engineers on staff who can provide an optional engineering review of the PS&E, and our construction managers can provide a complete constructability review of the construction documents).

A part of the QA/QC effort will be to produce material certificates and/or test reports verifying that construction materials meet the specified requirements. We will coordinate material testing in accordance with the City's approved Quality Assurance Program. KOA will coordinate QA/QC activities on a daily basis and review activities as they happen, to make sure that QA/QC procedures are followed and deficiencies are resolved in a timely and efficient manner. The CM will maintain a chronological log of all records. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City. The primary objective of KOA's quality control program is to ensure that every aspect of the work is constructed in accordance with the contract documents and approved submittals, in compliance with the applicable code and to industry standards.

KOA Corporation is reputable for producing high quality work products. We have numerous repeat public clients in the County of Los Angeles and elsewhere who appreciate the quality of work and services that we provide. KOA has established a thorough in-house quality control manual. The primary objective of KOA's quality control program is to ensure that every aspect of the work is constructed in accordance with the contract documents and approved submittals, in compliance with the applicable code and to industry standards. In addition, that it is performed consistent with the owner's expectation.

The customized QA/QC plan that we will prepare for this project will include the relevant elements of KOA's standards that have been developed over the years with client feedback, industry standards, and lessons learned. Understanding the expectations of the client and stakeholders in advance ensures that the submittals will meet those expectations.

Review of Plans and Specifications

KOA Corporation has reviewed the construction bid documents (plans and specifications) with our traffic engineers. We submitted their concerns to the City in the question period. The City issued construction addenda #2 to address some of those concerns. We would comment that the plans and specifications do have some items that will most likely result in the need for a number of clarifications, Requests for Information, and requests for Change Orders--including the existing condition of conduits, conductors, utilities, and equipment that will affect the actual work, and the wireless interconnect system. The City should plan on setting aside a significant contingency for addressing these items and unforeseen conditions that will be determined during construction. KOA can provide additional design review, traffic signal engineering, and consultation services if desired. We have set aside additional coordination services in our proposed scope of services that we expect will be needed for this project.

SECTION 6: REFERENCES

CITY OF GARDEN GROVE

Ken Vu
 11222 Acacia Parkway
 Garden Grove, CA 92840
 Phone: (714) 741 - 5200
kenv@ggcity.com



CITY OF RANCHO PALOS VERDES

Natalie Chan, PE, QSD
 30940 Hawthorne Blvd
 Rancho Palos Verdes CA 90275
 Phone: (310) 544-5289
nataliec@rpvca.gov



CITY OF REDONDO BEACH

Javier Urista
 415 Diamond Street
 Redondo Beach CA 90277
 Phone: (310) 372-1171
javier.urista@redondo.org



CITY OF ANAHEIM

Robert Luciano
 200 S Anaheim Boulevard
 Suite 276
 Anaheim, CA 92805
 Phone: (714) 765-5176
 Fax: (714) 765-5225
RLuciano@anaheim.net

SECTION 7: FEE

The proposed fee has been attached in a separate envelope.



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Corporate Center Drive, Suite 201 Monterey
Park, CA 91754
P 323.260.4703
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Orange County Office
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San Diego County Office
5095 Murphy Canyon Road, Suite 330 San Diego,
CA 92123
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F 619.683.7982

www.koacorp.com



Infrastructure Engineers

January 7, 2019

City of Huntington Park
Office of the City Clerk
Attention: Daniel Hernandez, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Proposal for Construction Management/Construction Inspection and Labor Compliance Services for Signal Synchronization and Bus Speed Improvement METRO Funded CFP No. F7312 (CIP No. 2018-05)

Dear Mr. Hernandez,

We are pleased to provide the attached proposal in response to the subject RFP for construction management, observation, and labor compliance for this project, which consists of signal synchronization of ten intersections, reconfiguration of traffic lanes and the installation of three changeable message signs (CMS), and all associated signal and CMS equipment, along Pacific Boulevard.

We believe every project warrants cost-effective approaches with innovative and creative ways to construct projects successfully. We fully understand that a construction project of any type must meet the expectations of the City and end users, typically travelers and commuters as well as residents and business owners, while minimizing construction impacts as the project progresses. In addition, we understand how to advocate for the City's best interests, while providing diplomatic management of the construction process.

To provide the City with successfully reconfigured and synchronized intersections, we have put together a team with extensive knowledge and experience in construction management and observation of similar intersection projects. In addition, our team has successfully completed construction of dozens of projects financed by federal, state, and local funds, including LA METRO.

Hany Henein, PE, LS, our proposed Construction Manager. Hany has more than 40 years in construction management. Hany's resume illustrates his depth of experience, including his knowledge of grant administration; he has successfully passed three Caltrans grant audits. Our team also includes Malcolm Weatherbie, a 7-year electrical journeyman who provides all facets of public works projects construction inspection on behalf of our city clients.

Per the RFP, we acknowledge that no addenda were issued for this RFP. This proposal will be valid for a period of 90 days from the due date.

We look forward to continuing to serve the City of Huntington Park by providing you with successful projects that enhance the neighborhoods and the traveling experience of your community. If I can be of any assistance during the evaluation of this proposal, I can be reached at 714-940-0100, ext. 5120 or via email at sforster@infengr.com.

Sincerely,
Infrastructure Engineers



Steve Forster
Senior Vice President

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Infrastructure Engineers' Background

Infrastructure Engineers was established in 1994 for the sole purpose of providing professional engineering and municipal services to cities in Southern California. From the beginning, we have been committed to making a difference in the communities we serve by helping cities maintain and improve their infrastructure and by supporting their capital improvement programs.

Our staff of professionals have been employees of cities or have been in managing or supporting roles as out-sourced contractors to cities. They all thoroughly understand city operations, budgets and priorities, which allows us to be a strong advocate for you.

Because assisting cities is all we do, we know your concerns about schedules, budgets, and keeping change orders to an absolute minimum. We consider these concerns in every project we engineer and oversee. And because we take our clients' projects from preliminary design through construction, we know what snags can trip up project progress and budgets – we are able to be proactive in avoiding these hazards.

Over the past two decades, Infrastructure Engineers has grown to become the premier provider of municipal services to cities throughout

The AAE [dba Infrastructure Engineers] design team has performed very well in partnering with staff and working as an extension of staff to perform quality work for the city of Anaheim. I appreciate the high integrity that the AAE design team has shown by always honoring and even over delivering on its commitments. It has been a pleasure working with AAE.

-- City of Anaheim - Rudy H. Emami, PE, Public Works Director

Southern California, with a focus on outstanding quality and client service in civil engineering, construction management, inspection, and city staff augmentation. Today, we offer a full spectrum of services to the City of Huntington Park:

- ◆ Civil Engineering Planning & Scheduling
- ◆ Construction Management
- ◆ Inspection and Management
- ◆ Architecture and Facilities Design
- ◆ Planning and Development
- ◆ Traffic and Transportation Engineering
- ◆ Building and Safety
- ◆ Engineering and Building Plan Check Services
- ◆ Funding Administration
- ◆ Public Relations
- ◆ NPDES Implementation and Management
- ◆ Staff Augmentation

Every element of Infrastructure Engineers is structured to commitment and technical excellence with an emphasis on meeting your needs. We continually strive to be the best in our market by focusing on quality, efficiency, and cost-effectiveness as well as complete and timely delivery. Infrastructure Engineers has a dedicated and skilled staff of experienced professional engineers, building officials, construction managers, project managers, inspectors, plan checkers, technicians, project managers, and support personnel who are capable of providing complete turnkey services.

Qualifications and Experience of Proposed Personnel

The following matrix provides a brief summary of the relevant work experience, work history, training, education, and special certifications of our proposed team.

Staff Name, Role & Credentials	Experience
<p>Hany Henein, PE, LS <i>Construction Manager</i> Education: BS, Civil Engineering Registrations/Certifications: Registered Civil Engineer, CA, No. 33090 Years of Experience: 42</p>	<ul style="list-style-type: none"> ◆ Construction Manager, Long Beach Blvd, Phase I and Phase II, City of Lynwood ◆ Construction Manager, Washington Boulevard Rehabilitation and Pedestrian Improvement, City of Montebello ◆ Construction Manager, Maine Avenue Improvement Project - CM & Inspection Services-Phase I, City of Baldwin Park ◆ Construction Manager, Various Street Improvements Project, City of Montebello
<p>Malcolm Weatherbie <i>Construction Inspector</i> Education: Associated Builders & Contractors, Inc. So. California Journeyman Electrician and Construction Inspector Years of Experience: 7</p>	<ul style="list-style-type: none"> ◆ Construction Inspector, Long Beach Boulevard Street Improvements Phase 1, Tweedy Boulevard to Imperial Highway, City of Lynwood ◆ Construction Inspector, Pavement Repairs and Skin Patch of Various Streets CDBG Zone, City of Montebello ◆ Citywide Safety Enhancement - ATP, City of Bell Gardens ◆ Smart Parking Upgrades to Transit Center, City of Baldwin Park ◆ 10th Street Improvements, City of Montebello

Office Location of Staff

Our proposed staff are located in our San Gabriel Valley office:
 13200 Crossroads Parkway, Suite 400
 Industry, CA 91746
 Phone: 626.544.0400

Our subconsultant, Avant Garde, is located in Pomona:
 3670 W. Temple Ave, Ste 278
 Pomona, CA 91768
 Phone: 909.979.6586

Infrastructure Engineers Qualifications and Experience

Opticom Emergency Vehicle Preemption Project, City of Bell Gardens

The City of Bell Gardens received Highway Safety Improvement Program (HSIP) funds for an Opticom Emergency Vehicle Preemption Project. The project included installation of Opticom detectors on mast arms or traffic signal posts, installation of Opticom controller equipment in existing control boxes, connecting Opticom controller equipment to Opticom detectors and removal of the existing conduit and replacement with new conduits, when necessary. The improvements were conducted at six intersections. Infrastructure Engineers provided design, project management, construction management and inspection, and funding administration and compliance for the project.

Santa Anita-Fawcett/Merced Traffic Signal Improvements, City of South El Monte

Infrastructure Engineers provided bid assistance, project manager and construction management, and inspection services for this traffic signal improvement project. The project consisted of traffic signal improvement and ADA access ramps at the intersection of Santa Anita Avenue and Fawcett Avenue-Merced Avenue. The scope included the purchase and installation of new traffic signal poles, mast arms, and signal heads to provide protected left-turn phasing for Santa Anita Avenue traffic. The work was scheduled to accommodate the long lead time required for the manufacture of the traffic signal equipment.

Maine Avenue Complete Street Project, City of Baldwin Park

This project is a safety and active transportation project that will add bicycle lanes, ADA required ramps and remove sidewalk impediments along Maine Avenue between Arrow Highway and Los Angeles Street (1.02 miles). The project is an intersection channelization project that consists of the upgrade of traffic signals, construction of sidewalks, bulb-outs, and curb ramps and traffic signs and striping.

New Traffic Signal at the Intersection of Garfield Avenue and Madison Avenue, City of Montebello

Infrastructure Engineers provided construction management and inspection services for this project that included installation of a new traffic signal at the intersection of Garfield Avenue and Madison Avenue. Work was comprised of all the associated equipment and electrical

components (video vehicle detection system, LED systems, cabinets), painting of curb, traffic striping of the roadway, installation of markers and roadway markings, and all other required equipment to ensure the proper and intended operation.

Traffic Signals at Various Locations, City of Bell Gardens

As an exclusive municipal contract provider, Infrastructure Engineers provides a number of services to the City of Bell Gardens. These services include construction management, construction inspection, traffic engineering, municipal engineering, staff augmentation, and building and safety services. Infrastructure Engineers staff provided construction management and inspection for the installation of new signal poles, equipment cabinet, camera, and street name signs at Ajax Avenue and Jaboneria Street; provided project management, construction management, and inspection services for an emergency traffic signal on Garfield Avenue at Fire Station No. 39; provided project management, construction management, and inspection services for a traffic signal at Gage Avenue and Specht Avenue.

Design, Construction Management, and Construction Inspection – Six New Signals, City of Calexico

As a preferred provider of engineering design and construction management services to the City of Calexico, Infrastructure Engineers has had the privilege of being involved in several projects for the City, including a major redevelopment project for the City's Gran Plaza project and all the many offsite mitigation measure improvements. Infrastructure Engineers provided construction management of the 2nd Street Widening and Realignment project, which included six new traffic signals.

Mines Avenue Street Improvements (Montebello Blvd.-Greenwood Ave.), City of Pico Rivera

Mines Avenue was to become a transit route after completion of this project. The City intended to narrow down Mines Avenue by the installation of traffic calming features. Traffic signals at the intersection of Rosemead Boulevard and Mines Avenue were modified to fit the new curb lines of the street in addition to adding LED countdown pedestrian head, LED yellow lights, and replacement of traffic loops. The modified traffic signals were also be equipped with a battery back-up system. Infrastructure Engineers provided design, PS& E, project and construction management and inspection.

Project Approach

We liken the role of the construction inspector to that of a juggler. It takes the talent of a juggler to manage project schedules, work performance quality, safety oversight, inquiries from stakeholders, documentation review, and materials to see a project through to successful completion. The construction manager and inspectors at Infrastructure Engineers are all veteran jugglers; each staff has decades of experience in construction inspection - they have fine-tuned the art of juggling competing issues and interests while, above all, being your advocate.

Task 1 - Construction Management and Construction Inspection (CM/CI) Support Services

Infrastructure Engineers will provide the City with the following construction management and inspection services during the construction phase of the program:

- ◆ Inspection of traffic signal improvements and appurtenant equipment, traffic control, utility protection (with relocation if required) and project quality control.
- ◆ Oversight of specialty inspections, City retained, for concrete work, electrical/telemetry, structural, and equipment testing and schedule the appropriate inspector and associated certification for the task being supervised.
- ◆ Document management (i.e., shop drawings, Request for Information (RFI), change orders, monthly reports, progress payments, memos, meeting minutes, etc.).
- ◆ Constructability reviews.
- ◆ Schedule and chair a pre-construction meeting with City, affected agencies and contractor and prepare meeting minutes.
- ◆ Coordinate site mobilization of contractor.
- ◆ Provide and maintain contract administration and full-time project inspection.
- ◆ Review contractor's CMP schedule and monitor updates on a weekly basis.
- ◆ Prepare comprehensive monthly reports with construction updates; monthly reports will consist of the progress, compliance, issues with their corresponding solutions, submittal log sheets, change order log reports, clarification log report, testing log report, photos, etc.
- ◆ Evaluate all contractor claims and coordinate the resolution of conflicts in the plans or specifications, contractor-suggested design changes, and design changes necessitated by unforeseen field conditions.
- ◆ Establish and implement procedures for processing and expediting RFI, Requests for Clarifications (RFC), shop drawing submittals, material and equipment sample submittals, contract schedule adjustments, change orders, substitutions and payment requests.
- ◆ Verification of materials and construction equipment, all facility construction, street restoration and site improvements.
- ◆ Verify contractor protection of existing survey monument and their restoration.
- ◆ Ensure compliance with all permitting requirements, agency requirements and local regulations.
- ◆ Monitor contractor's safety program and performance as required for compliance with Cal/OSHA.
- ◆ Monitor the maintenance of the project record drawings during construction and the final preparation of as built drawings after project completion.
- ◆ Prepare final punch list and verify completion of punch list items by contractor for final acceptance by City.
- ◆ Assist in project closeout and assemble all warranties, guarantees, operation and maintenance manuals and final plans.
- ◆ Submit final construction management report summarizing the project history, including major problems, claims and recommendations, corrective actions taken.

Task 2 – Labor Compliance Support Services

- ◆ Determine the specific labor standards parameters applicable for the construction project.
- ◆ Notify appropriate state agencies of project awards within five days of award; set up and maintain all compliance files and documents relating to prevailing wage activities; and set up and maintain labor standards enforcement files for contractor and all subcontractors.
- ◆ Monitor project compliance with the payment of prevailing wage rates
- ◆ Disseminate and post wage determinations applicable to project
- ◆ Ensure that certified payroll records are submitted by prime contractors and their subcontractors
- ◆ Conduct employee field interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision
- ◆ Reconcile weekly certified payroll reports (CPR) and supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance

- ◆ Monitor the submittal of training fund contribution reports
- ◆ Monitor workforce utilization reports to verify trade and apprenticeship participation
- ◆ Identify violations and investigate complaints of underpayment to workers
- ◆ Notify the City regarding delinquent, uncertified, inaccurate, or improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance
- ◆ Wage underpayment and restitution activities; reporting of funding requirements; close-out of fund compliance process
- ◆ Provide detailed report on compliance documents submitted by each participating contractor and subcontractor.
- ◆ Provide the City with a Prevailing Wage Compliance Release Form for each contractor and subcontractor as evidence they have met their prevailing wage compliance obligations.
- ◆ Upon completion of the project, files are provided to the City.

Proposed Personnel

This section presents resumes for our Construction Manager and our Construction Inspector as well as our subconsultant staff.

Hany Henein, PE, LS – Construction Manager

Education:

BS, Civil Engineering

Registrations/Certifications:

Registered Civil Engineer, CA,
No. 33090

Years of Experience: 42

Hany Henein has more than four decades of civil engineering design and land development experience that spans all areas of public works engineering. He designs, directs, and manages a wide variety of CIP projects - planning, directing, and managing all activities for a variety of CIP and maintenance projects, including the preparation of plans, specifications, designs, cost estimates, bid packages, and schedules.

Hany reviews and checks subdivision tract and parcel maps, lot line adjustments, map corrections, and easement deeds prior to their recordation. He has been responsible for checking engineering

improvement plans, such as grading, street improvements, storm drain, water, sewer and reclaimed water, and their related bonds to insure proper inclusion and conformance to necessary public works and city standards.

Hany ensures the quality and cost effectiveness of the work of contracted engineering firms by developing and reviewing their contract documents, monitoring, reviewing, and approving all submittals, including construction plans, cost estimates, environmental documents, surveys, and technical specifications.

Relevant Experience

Construction Manager, HSIP Cycle 5 - Southwest Corner of Imperial Hwy and Martin Luther King Blvd, City of Lynwood.

Responsible for construction management of this project, which entails safety improvements to the intersection of Imperial Highway and Martin Luther King Boulevard. The project consisted of the installation of a raised median island in the center with a two-way left-turn lane to provide pedestrian refuge. This also required restriction of left-turns from Stockwell Drive to Martin Luther King, Jr. Boulevard. A traffic signal was modified to provide protected left-turn phasing. Protected phasing improves intersection control of conflicts between pedestrians in the crosswalk and motor vehicles turning across it

Construction Manager, Citywide Safety Enhancement - ATP FY 2014-15 & 2015-16, City of Bell Gardens. Responsible for construction management of this project, which entails safety improvements to the intersections at Eastern Avenue and Lubec Street Intersection and Garfield Avenue and Loveland Street Intersection. Infrastructure Engineers provided PS&E, project management, administration, construction management and inspection, fund administration and labor compliance for this project.

Construction Manager, Maine Avenue Improvement Project - CM & Inspection Services-Phase I, City of Baldwin Park. The scope of service includes providing construction management and inspection services for the public improvements along Main Avenue. The pre-construction phase of the project included a complete constructability review of the plans, specifications and estimate.

Construction Manager, Maple Ave Street Improvements from Washington Bl to Mines Ave, City of Montebello. Responsible for construction management and inspection of this project, which consisted of design, PS&E for roadway improvements, pavement rehabilitation, concrete improvements, ADA improvements and utility adjustments of Maple Avenue from Washington Boulevard to Mines Avenue. Contract administration included preparation of staff reports, Notice to Proceed issuance and other relative City correspondence, recommendations for change orders and progress payments during the project. Construction management and inspection services included construction inspection, preparation of daily reports, review of change orders and progress payment requests, and coordinate soils testing service.

Construction Manager, Long Beach Boulevard Street Improvements Phase 1 & 2, City of Lynwood. Responsible for construction management, overseeing construction inspection, and labor compliance for this project that involves roadway resurfacing of 192,779 square feet. Concrete improvements included 4-inch sidewalk, driveway approaches, cross gutters, curb and gutter, curb ramps, installation of 16 detectable warning surfaces on existing curb ramps, and construction of six new bus pads. Other improvements included traffic signal improvements at two intersections, relocation of existing street lights, installation of 22 signal loop detectors and associated traffic striping, markings and curb painting

Construction Manager, Washington Boulevard Street Improvements, City of Montebello. Infrastructure Engineers provided design, PS&E, construction management and inspection, and federal contract compliance for this major arterial roadway improvement and pavement rehabilitation of Washington Boulevard, from the east City limit to the west City limit. The project consisted of pavement rehabilitation, new landscaped median islands, bus pads, ADA improvements, sidewalk and curb and gutter improvements, roadway safety improvements, and signing and striping.

Malcolm Weatherbie - Construction Inspector

Education:

Associated Builders & Contractors, Inc. So Cal, 2012

Years of Experience: 7

Malcolm Weatherbie is a journeyman electrician and construction inspector with seven years of experience. His experience in the construction industry has translated into vigilant oversight of the construction of public works projects.

Relevant Experience

Construction Inspector, Pavement Repairs and Skin Patch of Various Streets CDBG Zone, City of Montebello. Responsibilities included preparation of daily reports, review of change orders and progress payment requests, and coordinating soils testing service. The scope of this project included design, geotechnical investigation, survey, project management, bidding, award of contract, construction management and inspection as and labor compliance.

Construction Inspector, Long Beach Boulevard Street Improvements Phases 1 & 2, City of Lynwood. Responsible for construction inspection, overseeing construction inspection, and labor compliance for this project that involves roadway resurfacing of 192,779 square feet. Concrete improvements included 4-inch sidewalk, driveway approaches, cross gutters, curb and gutter, curb ramps, installation of 16 detectable warning surfaces on existing curb ramps, and construction of six new bus pads. Other improvements included traffic signal improvements at two intersections, relocation of existing street lights, installation of 22 signal loop detectors and associated traffic striping, markings and curb painting

Construction Inspector, Downtown Public Parking Improvement Project, City of El Monte. Provided construction inspection and coordination with site development team, utility companies, surrounding businesses and ensured that safety was adhered to at all times during construction. Services included project oversight as well as labor compliance for the Downtown Public Parking Improvement Project. Responsible for ensuring that the Continuity of Work Agreement, between the Los Angeles and Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and unions were adhered to by the contractor.

Construction Inspector, Building and Facilities Capital Improvement Plan, City Hall Council Chambers Lighting Upgrades, City of Bell Gardens. Infrastructure Engineers provided plans and specifications for upgrading the City Hall Council Chambers lighting system. The scope also included project management, construction management, inspection and administration of the project. Responsibilities included preparation of daily reports, review of change orders and progress payment requests and compliance with specifications and the contract.

Construction Inspector, Alley Improvement Project (FY 2015-2016) - Construction Phase. Responsibilities included preparation of daily reports, review of change orders and progress payment requests, and coordinating soils testing service. Infrastructure Engineers prepared plans, specifications and estimates and construction management and inspection for ten separate alleys located across the City of Bell Gardens.

Construction Inspector, Smart Parking Upgrades to Transit Center, City of Baldwin Park. This project was for engineering design, management, construction management and inspection to install parking system devices and transmitters with real time updated parking availability information for commuters utilizing the Baldwin Park Metrolink Station.

Construction Inspector, Bluff Road Improvement (Sycamore Street to Oakwood Street) (FY 2015-2016), City of Montebello. Provided compliance with plans, specifications and the contract; oversaw traffic control, and provided daily log and inspection report entries, including pictures of the project. Jorge also reviewed and reported contractor claims, prepared weekly update reports, and reviewed contractor's invoices, verified completed work, and approved all quantities. This project included cold milling existing 2-inch deep asphalt and installing 2 inches of asphalt overlay along Bluff Road. In addition, construction of new curbs and gutters, sidewalks, and driveways and access ramps was performed as well as installing traffic loops and striping.

Quality Assurance/Quality Control

Our Quality Assurance/Quality Control practice involves a comprehensive process to ensure delivery of quality product and services. Key elements of the company's quality control are the assignment of skilled and experienced personnel and effective communications and monitoring. The quality control process includes:

1. Assignment of skilled professionals instituting a comprehensive and interactive orientation on the project goals, and the means of achieving these goals.
2. Daily contact by the Construction Manager with each on-going activity to provide support and guidance, and to maintain focus and momentum, and monitor the quality of work.
3. Maintaining regularly scheduled meetings for reviewing work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities.
4. Strictly and rigorously following Infrastructure Engineers' developed QA/QC standards and guidelines.
5. Review by the Construction Manager, prior to submittal, to assure services meet all standards/codes, project goals and objectives, and contract requirements.

References

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

City of Montebello

Daniel Batson, Director of Public Works
1600 W. Beverly Boulevard
Montebello, CA 90640
Phone: 323.887.1460

Washington Boulevard Rehabilitation and Pedestrian Improvement

City of Lynwood

Salvador Mendez, Director of Public Works
11330 Bullis Road
Lynwood, CA 90262
Phone: 310.603.0220, ext. 801

Long Beach Boulevard, Phases 1 and 2

City of Bell Gardens

Chau Vu, Director of Public Works
8327 Garfield Avenue
Bell Gardens, CA 90201
Phone: 562.806.7770

HSIP Federally Funded Opticom Emergency Vehicle Preemption Project

City of Baldwin Park

Sam Gutierrez, Interim Director of Public Works
14403 Pacific Avenue
Baldwin Park, CA 91706
Phone: 626.813.5255, Ext. 460

Maine Avenue Complete Street Project

Fee Schedule/Cost Proposal

Our fee schedule/cost proposal, and a schedule of rates for each proposed staff, are provided in a separate envelope attached to this proposal.

Our hourly rates include all direct and indirect costs including all labor, employee benefits, mileage, equipment, materials, insurances, and reproduction costs.

ATTACHMENT "B"

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



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

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

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RECALLS

This AGREEMENT is made and entered into with respect to the following facts:
WHEREAS CITY has determined that it requires professional services from a consultant to BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED];

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

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

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

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

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

I.
ENGAGEMENT TERMS

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

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

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

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

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

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

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

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II.
PERFORMANCE OF AGREEMENT

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

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

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.
INDEPENDENT CONTRACTOR

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

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

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

IV.
INSURANCE

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

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain a policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example, sole proprietor, or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall be fully responsible for determining if they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

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

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

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

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

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

V. INDEMNIFICATION

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

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

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

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

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

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

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

VI.
TERMINATION

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

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

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

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

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

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

VII.
MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyright, design, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

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

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

7.5 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated 18 U.S.C., Section 3789a, sec and the California False Claims Act, Government Code Section 12600 et seq.

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

CONSULTANT:
 [NAME AND ADDRESS]
 KOA Corporation
 1100 Corporate Center Drive, Suite 201
 Monterey Park, CA 91754

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.22 MISCELLANEOUS:

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

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

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

DRAFT

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

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

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

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

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

DRAFT

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: Chuck Stephan, P.E.

Title: Director of CM Division

APPROVED AS TO FORM:

By: _____
City Attorney

DRAFT

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

DRAFT



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 19, 2019

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 CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION PROJECT (CALL FOR PROJECTS ID# F7702) 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2018-07 Downtown Huntington Park i-Park System Implementation Project (Call for Projects ID# F7702) 90% completion of plans, specifications and engineer's estimate (PS&E); and
3. Authorize Public Works Department to proceed with bid advertisement for construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Call for Projects Funding Agreement No. 920000000F7702 was executed between Los Angeles County Metropolitan Transportation Authority (Metro) and the City on July 31, 2017. On November 20, 2018, the City Council awarded the Project design to Infrastructure Engineers (IE). IE's design focuses on the existing T2 System pay station equipment located on Pacific Boulevard and the ability to integrate a mobile pay application. IE contacted T2 Systems and became familiar with the software contained in the parking meters. The system incorporates an App that assists patrons with finding available public parking spaces along Pacific Boulevard and provides patrons with the opportunity to pay for parking utilizing their smart electronic devices. The design also addresses the addition of sensors, changeable message and wayfinding parking signs, bike racks and lockers that will improve bicycle access points to key City destinations and allow motorists to find parking spaces in the downtown business district.

CONSIDERATION AND APPROVAL OF CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION PROJECT (CALL FOR PROJECTS ID# F7702) 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

February 19, 2019

Page 2 of 3

The construction documents (plans and specifications) have been completed in accordance with Greenbook standard specifications, Caltrans design manual and is consistent with the City's procurement and purchasing manual. With City Council's approval, staff will advertise the project for bids in a local newspaper of general circulation, submit the Notice Inviting Bid (NIB) to plan rooms, and upload the bid documents on the City's website, available free of charge to prospective bidders.

The following tentative schedule has been identified for the bid process:

NIB issued and posted:	February 22, 2019
RFP posted:	February 22, 2019
Deadline for receipt of bids:	March 18, 2019
Contract awarded by City Council:	April 2, 2019

LEGAL REQUIREMENT

The City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects. The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid.

ENVIRONMENTAL IMPACT

Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project;

FISCAL IMPACT/FINANCING

Approval of this action will allow staff to proceed with bidding of this capital project, with an estimated construction cost of \$690,752, which includes a 10% contingency. The remaining Metro grant fund balance is \$461,974 and the remaining local City match is \$156,346.29 which equates to a total budget of \$618,320.29. The approximate estimated construction management (CM) and construction cost totals \$739,105. The delta difference is \$120,785. However, actual construction costs are not known until bids are received. The exact amounts will be provided at a future council meeting once construction bids and CM proposals are received.

CONSIDERATION AND APPROVAL OF CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION PROJECT (CALL FOR PROJECTS ID# F7702) 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

February 19, 2019

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', written over a light blue horizontal line.

RICARDO REYES
City Manager

A handwritten signature in blue ink, appearing to read 'Daniel Hernandez', written over a light blue horizontal line.

Daniel Hernandez
Director of Public Works

ATTACHMENT(S)

A. Plans, Specifications & Engineer's Estimate

ATTACHMENT "A"

Plans

Client: **City of Huntington Park**
 Project: Downtown Huntington Park "i-Park" System Implementation
 Design Phase



Date: 1/28/2019
 Project No. 6900.12
 Submittal: 100%
 Prepared by: SM
 Checked by: YR

Base Bid

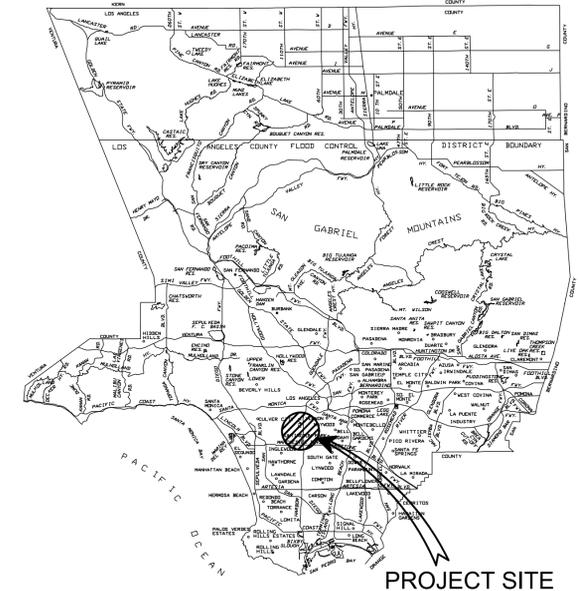
ITEM NO	ITEM	UNIT	Quantity	UNIT PRICE	TOTAL AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	\$15,756.00	\$ 15,756.00
2	Traffic Control	LS	1	\$1,000.00	\$ 1,000.00
3	Furnish and Install Surface Mounted Solar Powered Sensor	EA	1,019	\$250.00	\$ 254,750.00
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	18	\$1,800.00	\$ 32,400.00
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement	EA	7	\$5,000.00	\$ 35,000.00
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil	EA	15	\$4,500.00	\$ 67,500.00
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk	EA	7	\$5,500.00	\$ 38,500.00
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers	EA	6	\$7,000.00	\$ 42,000.00
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil	EA	3	\$6,500.00	\$ 19,500.00
10	Furnish and Install Bike Racks	EA	10	\$600.00	\$ 6,000.00
11	Furnish and Install Bike Lockers	EA	6	\$2,100.00	\$ 12,600.00
12	Install Public Improvement Project Sign	EA	2	\$750.00	\$ 1,500.00
13	Furnish and Install Wayfinding Sign	EA	7	\$1,350.00	\$ 9,450.00
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit	EA	4	\$750.00	\$ 3,000.00
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances	LS	1	\$2,000.00	\$ 2,000.00
16	Remove Existing Posts	EA	7	\$200.00	\$ 1,400.00
17	Furnish and Construct Concrete Bollard	EA	18	\$450.00	\$ 8,100.00
18	Install New 1.5" Conduit with Directional Boring	LF	3,100	\$25.00	\$ 77,500.00
Construction Total Base Bid					\$627,956
Contingencies @ 10%					\$62,796
Total Project					\$690,752



CITY OF HUNTINGTON PARK

Public Works and Engineering Department

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION FY 2018-19 CIP NO. 2018-07



LOCATION MAP
NOT TO SCALE

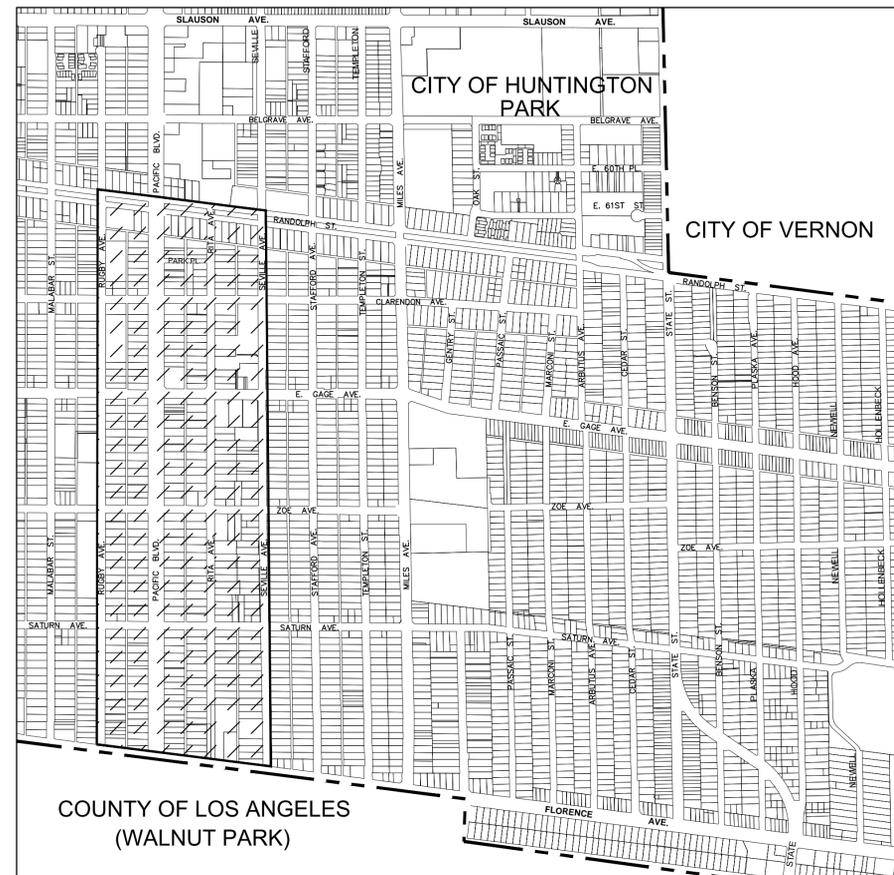
INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION
C-1	TITLE SHEET
C-2 TO C-5	PARKING HARDWARE IMPROVEMENTS PLAN
C-6	TYPICAL DETAILS AND SECTIONS

TOTAL SHEETS = 6

PROJECT UTILITY CONTACTS:

AT&T JOSEPH FORKERT	510-645-2929 joef@forkertengineering.com
CALIFORNIA WATER SERVICE PHILIP DELGADO	323-263-4145 pdelgado@calwater.com
CENTRAL BASIN MWD JACQUE KOONTZ	323-201-5528 jacquek@centralbasin.org
CITY OF VERNON JOSE LUGO	323-583-881
CITY OF VERNON - GAS ANTHONY SERRANO	323-583-8811 aserrano@ci.vernon.ca.us
CROWN CASTLE - LA & VEN REBECCA CALDWELL	888-632-0931 fiber.dig@crowncastle.com
LEVEL 3 COMMUNICATIONS AREA REPRESENTATIVE	877-366-8344 relo@level3.com
MCI (VERIZON BUSINESS) DEAN BOYERS	469-886-4238 investigations@verizon.com
SC GAS - HUNTINGTON PARK JASON JONES	310-687-2026 jjones4@semprautilities.com
SOUTHERN CALIFORNIA EDISON - DISTRIBUTION DESIGN SUPPORT/UND	
SOUTHERN CALIFORNIA EDISON - TELECOMMUNICATIONS DESIGN SUPPORT/UND	
SOUTHERN CALIFORNIA EDISON - TRANSMISSION DESIGN SUPPORT/UND	
SOUTHERN CALIFORNIA EDISON GILBERT ACEVES	909-329-9445 maprequests@sce.com
TESORO REFINING & MARKETING CO ANDEAVOR THIRD PARTY REQUESTS	714-880-1655
TORRANCE LOGISTICS CO/PBF ENERGY ADRIANE SIMON	310-625-3886 adriane.simon@pbfenergy.com
UTILIQUEST 4 CHARTER COMM - IRWINDALE GEORGE ALVAREZ	626-430-3335
UTILIQUEST FOR CHARTER JEFF FLACO	626-855-3349 jeff.flaco@charter.com
ZAYO FNA ABOVENET GEORGE HUSS	443-403-2023 george.huss@zayo.com



KEY MAP
NOT TO SCALE

LEGEND:

	PROJECT LOCATION
	CITY LIMIT

UNAUTHORIZED CHANGES AND USES:

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.

CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

BRUNO CALLU, P.E. - CITY ENGINEER

DATE

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION

TITLE SHEET

SHEET 1 OF 6 SHEETS

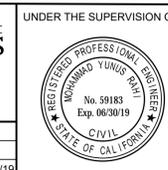
DWG. NO. C-1

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE



3989 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-6100
Fax: (714) 940-6700
www.infrastructure-engineers.com

DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 01/29/19



UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER
No. 59183
Exp. 06/30/19
CIVIL
STATE OF CALIFORNIA

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.



100% SUBMITTAL - NOT FOR CONSTRUCTION 1/29/19

GENERAL NOTE:

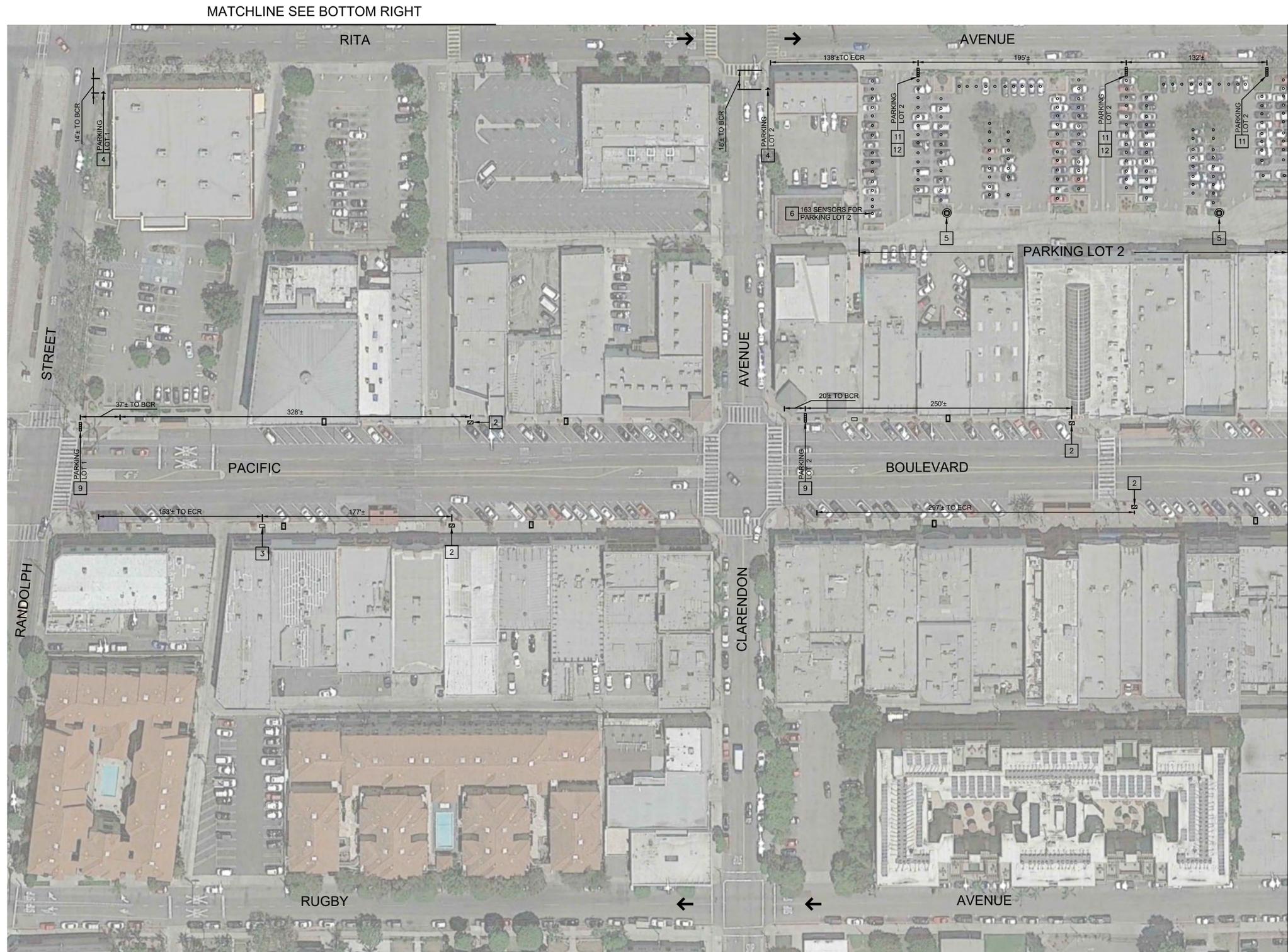
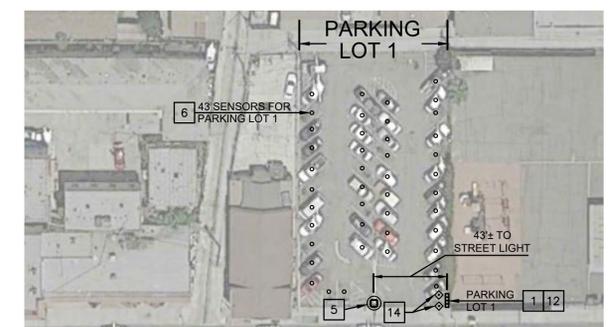
1. ALL SIGNS PLACED SHALL MAINTAIN A MINIMUM OF 4' ADA WALKWAY ON THE SIDEWALK. REFER TO SHEET C-6 FOR SIGN PLACEMENT.

CONSTRUCTION NOTES:

1. FURNISH AND INSTALL LED SINGLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON AC PAVEMENT. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT AND/OR THE AISLE OF THE PARKING AREA TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
2. FURNISH AND INSTALL BIKE RACKS PER MANUFACTURER'S SPECIFICATION.
3. FURNISH AND INSTALL BIKE LOCKERS PER MANUFACTURER'S SPECIFICATION.
4. FURNISH AND INSTALL WAYFINDING SIGN PER CALIFORNIA MUTCD LATEST EDITION. EACH SIGN SHALL HAVE DIRECTIONS TOWARDS THE PARKING LOT(S). SEE SPECIFICATIONS FOR DETAILS OF SIGN.
5. FURNISH AND INSTALL SOLAR GPRS ON EXISTING STREET LIGHT POLE OR POWER POLE PER MANUFACTURER'S SPECIFICATION.
6. FURNISH AND INSTALL WIRELESS SURFACE MOUNTED SOLAR POWERED SENSOR IN EACH PARKING STALL PER MANUFACTURER'S SPECIFICATION.
7. FURNISH AND INSTALL WIRELESS SENSOR AT THE ENTRANCE/EXIT OF PARKING GARAGE PER MANUFACTURER'S SPECIFICATION.
8. FURNISH AND INSTALL MAINS POWERED GPRS PER MANUFACTURER'S SPECIFICATION.
9. FURNISH AND INSTALL LED DOUBLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON PCC SIDEWALK AND/OR PAVERS. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
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12. REMOVE EXISTING POSTS.
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14. FURNISH AND INSTALL/CONSTRUCT CONCRETE BOLLARD TO PROTECT THE VARIABLE MESSAGE SIGN FROM MOTORISTS. BOLLARD SHALL BE PLACED WITHIN THREE FEET AWAY FROM THE POST OF THE VARIABLE MESSAGE SIGN.

LEGEND:

- SURFACE MOUNTED SOLAR POWERED SENSOR
- ▣ BIKE RACK (10 TOTAL - DIMENSION: 68"L X 2.5"W X 39"H)
- BIKE LOCKER (6 TOTAL - DIMENSION: 74.5"L X 30"W X 49"H)
- ⊙ SOLAR GPRS (GENERAL PACKET RADIO SERVICE)
- ▬ LED VARIABLE MESSAGE SIGNAGE
- 4 WAYFINDING SIGN
- ▭ EXISTING T2 SYSTEMS KIOSK
- ⊕ MAINS POWERED GPRS
- WIRELESS SENSOR
- ◆ CONCRETE BOLLARD
- ▨ AC PAVEMENT
- ▩ PORTLAND CEMENT CONCRETE
- ▧ CRUSHED MISCELLANEOUS BASE
- ▦ COMPACTED NATIVE SOIL



MATCHLINE SEE SHEET C-3

MATCHLINE SEE TOP LEFT

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY: _____ DATE: _____
BRUNO CALLU, P.E. - CITY ENGINEER

DOWNTOWN HUNTINGTON PARK "I-PARK" SYSTEM IMPLEMENTATION

PARKING HARDWARE IMPROVEMENTS PLAN

SHEET 2 OF 6 SHEETS DWG. NO. **C-2**

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

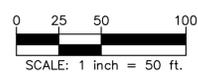
INFRASTRUCTURE ENGINEERS
3600 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 01/29/19

UNDER THE SUPERVISION OF:

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.



CONTRACT 811 BEFORE YOU DIG
 SAFETY DIGGING PARTNER
 ENGINEERS
 C:\Huntington Park\6900_12-Downtown HP I-Park system\CAD\Sheets\012-SIP-IP01-6900_12-1/29/2019 4:36:19 PM Shawn Mousavi

100% SUBMITTAL - NOT FOR CONSTRUCTION 1/29/19

GENERAL NOTE:

1. All signs placed shall maintain a minimum of 4' ADA walkway on the sidewalk. Refer to SHEET C-6 FOR SIGN PLACEMENT.

CONSTRUCTION NOTES:

- 1 FURNISH AND INSTALL LED SINGLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON AC PAVEMENT. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT AND/OR THE AISLE OF THE PARKING AREA TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
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- ▨ PORTLAND CEMENT CONCRETE
- ▨ CRUSHED MISCELLANEOUS BASE
- ▨ COMPACTED NATIVE SOIL



MATCHLINE SEE SHEET C-2

MATCHLINE SEE SHEET C-4

100% SUBMITTAL - NOT FOR CONSTRUCTION 1/29/19

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY: _____ DATE: _____
BRUNO CALLU, P.E. - CITY ENGINEER

DOWNTOWN HUNTINGTON PARK "I-PARK" SYSTEM IMPLEMENTATION

PARKING HARDWARE IMPROVEMENTS PLAN

SHEET 3 OF 6 SHEETS DWG. NO. **C-3**

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
3000 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 01/29/19

UNDER THE SUPERVISION OF:

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.



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GENERAL NOTE:

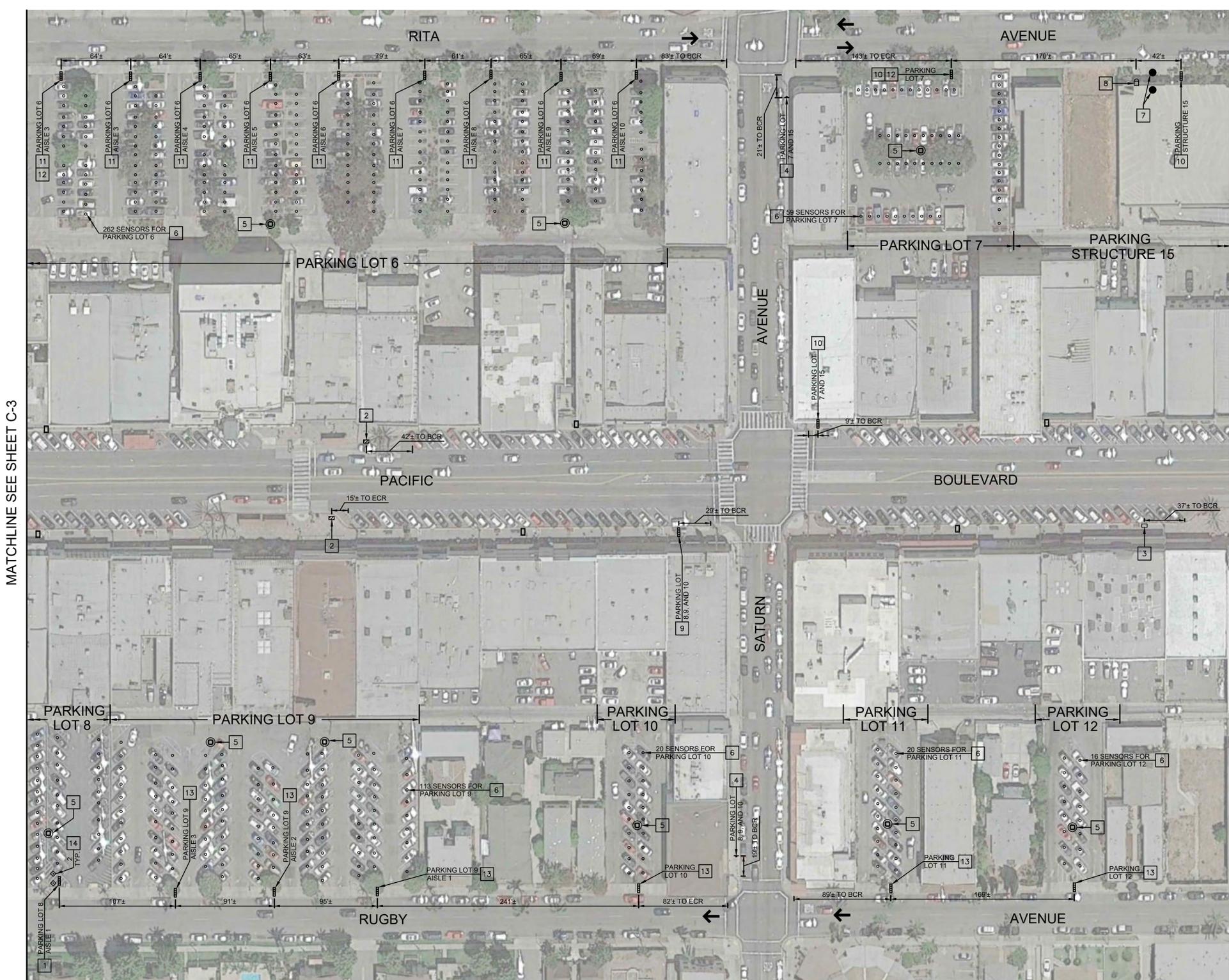
1. ALL SIGNS PLACED SHALL MAINTAIN A MINIMUM OF 4' ADA WALKWAY ON THE SIDEWALK. REFER TO SHEET C-6 FOR SIGN PLACEMENT.

CONSTRUCTION NOTES:

1. FURNISH AND INSTALL LED SINGLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON AC PAVEMENT. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT AND/OR THE AISLE OF THE PARKING AREA TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
2. FURNISH AND INSTALL BIKE RACKS PER MANUFACTURER'S SPECIFICATION.
3. FURNISH AND INSTALL BIKE LOCKERS PER MANUFACTURER'S SPECIFICATION.
4. FURNISH AND INSTALL WAYFINDING SIGN PER CALIFORNIA MUTCD LATEST EDITION. EACH SIGN SHALL HAVE DIRECTIONS TOWARDS THE PARKING LOT(S). SEE SPECIFICATIONS FOR DETAILS OF SIGN.
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14. FURNISH AND INSTALL/CONSTRUCT CONCRETE BOLLARD TO PROTECT THE VARIABLE MESSAGE SIGN FROM MOTORISTS. BOLLARD SHALL BE PLACED WITHIN THREE FEET AWAY FROM THE POST OF THE VARIABLE MESSAGE SIGN.

LEGEND:

- SURFACE MOUNTED SOLAR POWERED SENSOR
- ▣ BIKE RACK (10 TOTAL - DIMENSION: 68"L X 2.5"W X 39"H)
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- MAINS POWERED GPRS
- WIRELESS SENSOR
- ◆ CONCRETE BOLLARD
- ▨ AC PAVEMENT
- ▨ PORTLAND CEMENT CONCRETE
- ▨ CRUSHED MISCELLANEOUS BASE
- ▨ COMPACTED NATIVE SOIL



MATCHLINE SEE SHEET C-3

MATCHLINE SEE SHEET C-5

**CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT**

APPROVED BY: _____ DATE: _____
BRUNO CALLU, P.E. - CITY ENGINEER

DOWNTOWN HUNTINGTON PARK "I-PARK" SYSTEM IMPLEMENTATION

PARKING HARDWARE IMPROVEMENTS PLAN

SHEET 4 OF 6 SHEETS DWG. NO. **C-4**

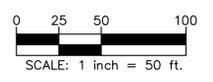
NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

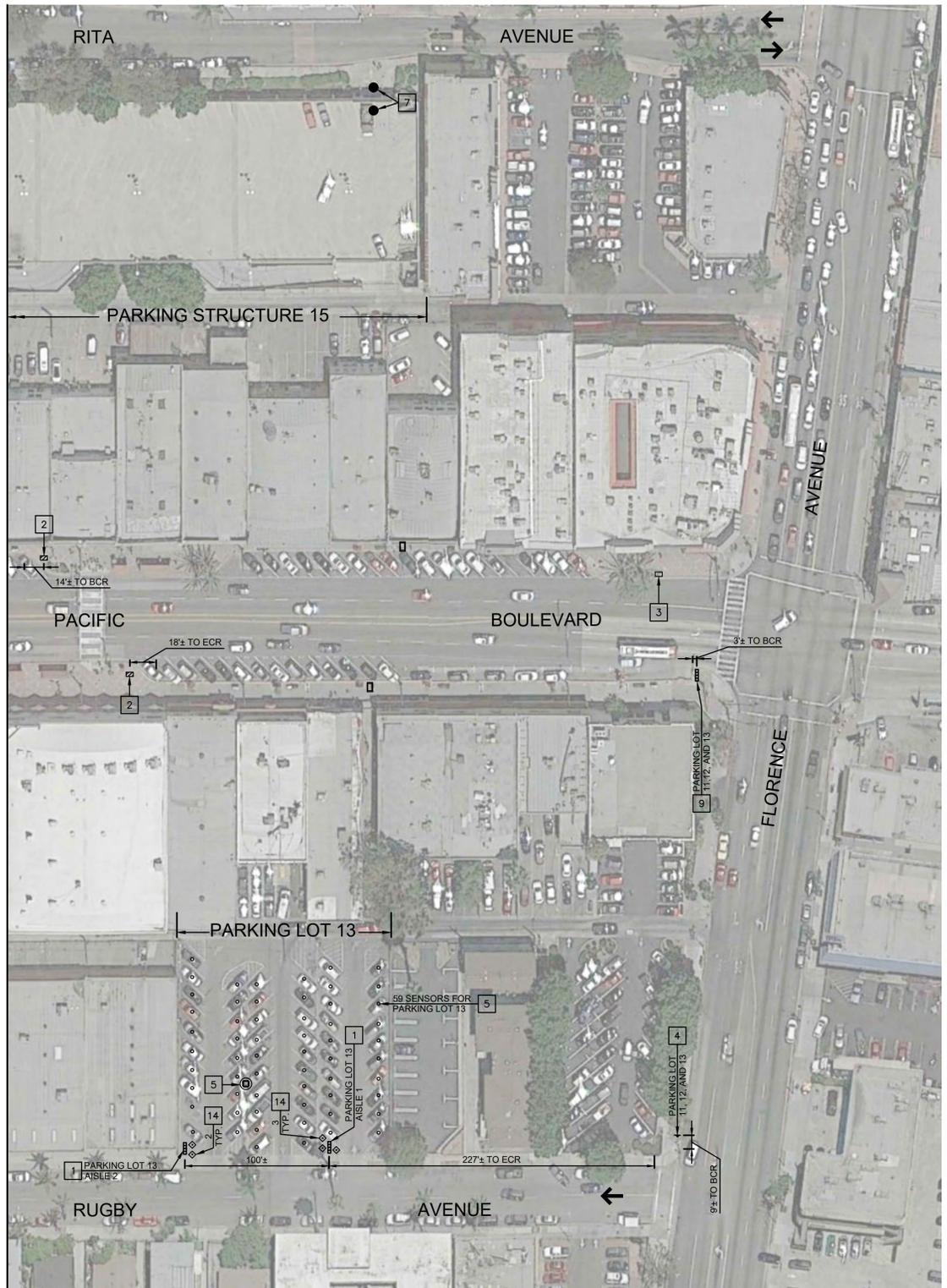
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DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 01/29/19

UNDER THE SUPERVISION OF:

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MATCHLINE SEE SHEET C-4

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CONSTRUCTION NOTES:

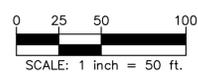
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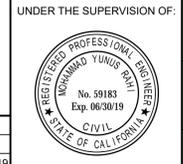
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 3060 Saturn Street, Suite 250
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DESIGNED BY: S. MOUSAVI
 DRAWN BY: S. MOUSAVI
 CHECKED BY: Y. RAHI DATE: 01/29/19



CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

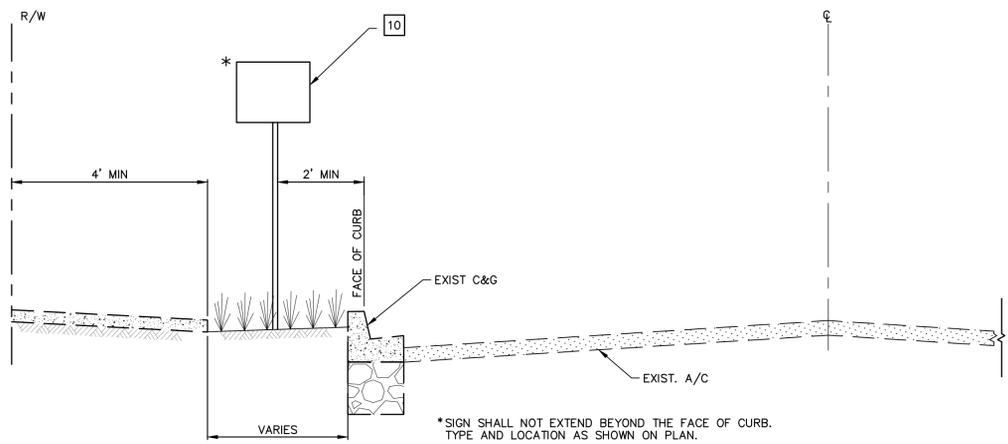
APPROVED BY: _____ DATE: _____
 BRUNO CALLU, P.E. - CITY ENGINEER

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION

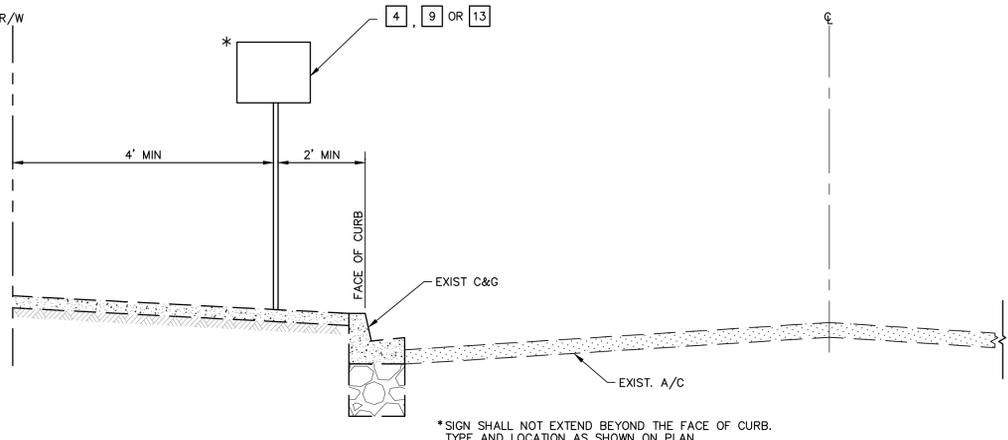
PARKING HARDWARE IMPROVEMENTS PLAN

SHEET 5 OF 6 SHEETS DWG. NO. **C-5**

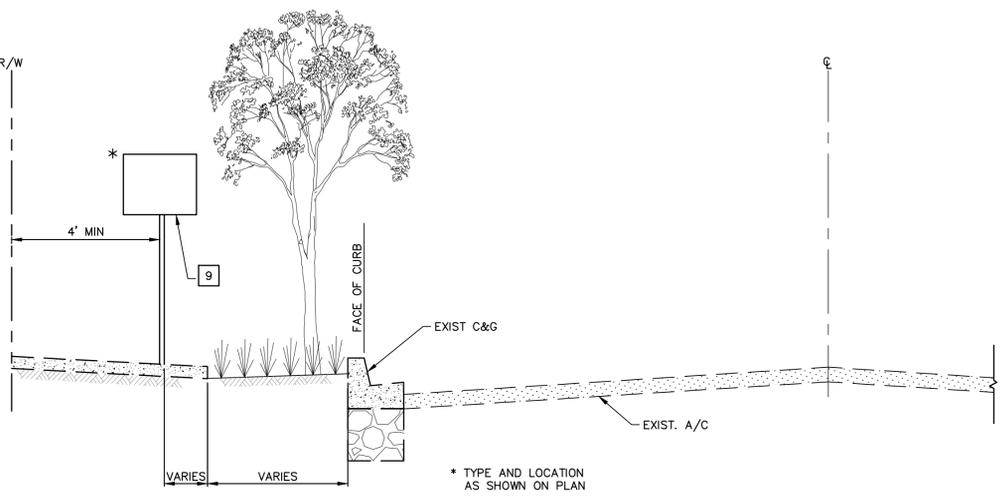
100% SUBMITTAL - NOT FOR CONSTRUCTION 1/29/19



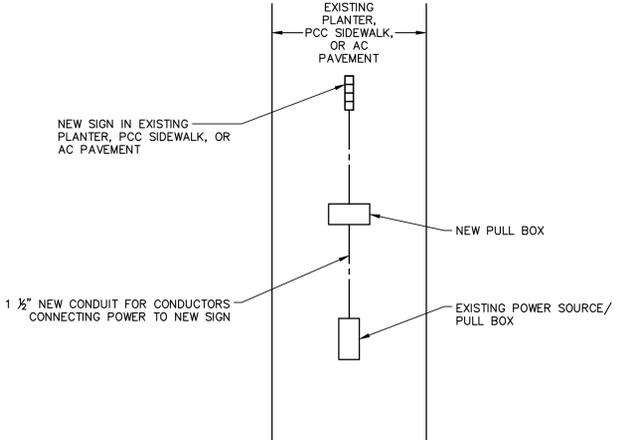
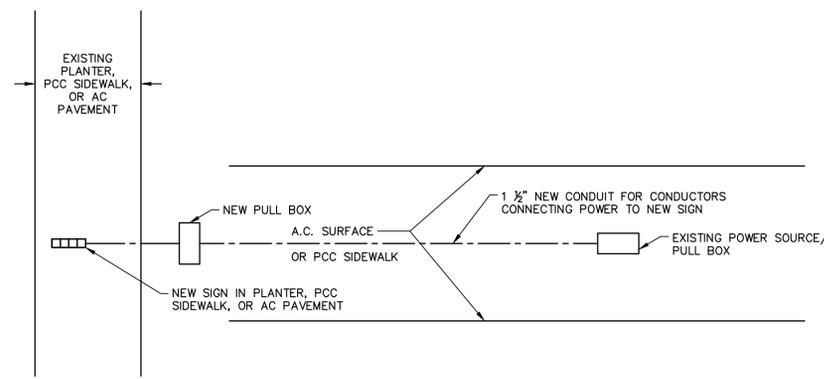
TYPICAL STREET SECTION WITH PARKWAY ON PACIFIC BOULEVARD
NOT TO SCALE



TYPICAL STREET SECTION WITHOUT PARKWAY FOR LED AND WAYFINDING SIGN PLACEMENT
NOT TO SCALE



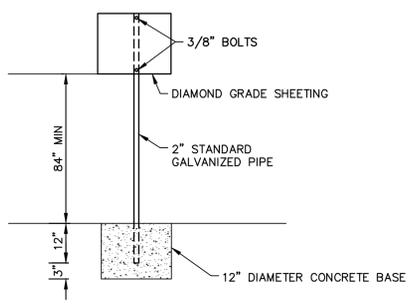
TYPICAL STREET SECTION WITH PARKWAY AND TREE ON PACIFIC BOULEVARD
NOT TO SCALE



TYPICAL NOTES:

- A. CONTRACTOR SHALL INSTALL NEW CONDUIT FOR NEW SIGN BY DIRECTIONAL BORING METHOD. NO TRENCH WILL BE ALLOWED.
- B. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING CONCRETE FROM SCORE MARK TO SCORE MARK AND MATCH EXISTING CONCRETE.
- C. AC PAVEMENT AND UNCLASSIFIED SOIL SHALL BE BACKFILLED TO MATCH EXISTING CONDITIONS.

TYPICAL DETAIL FOR POWER SOURCE FOR LED SIGNS
NOT TO SCALE



TYPICAL WAYFINDING SIGN PLACEMENT
NOT TO SCALE

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- ▨ PORTLAND CEMENT CONCRETE
- ▨ CRUSHED MISCELLANEOUS BASE
- ▨ COMPACTED NATIVE SOIL

INFRASTRUCTURE ENGINEERS
 CONTRACT BY BEFORE YOU DIG
 811 SAFE DIGGING PARTNER
 HUNTINGTON PARK, CA 90001-12
 1/29/2019 4:41:22 PM Shawn Mousavi

100% SUBMITTAL - NOT FOR CONSTRUCTION
 DOWNTOWN HUNTINGTON PARK "I-PARK" SYSTEM IMPLEMENTATION

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY: _____ DATE: _____
BRUNO CALLU, P.E. - CITY ENGINEER

DOWNTOWN HUNTINGTON PARK "I-PARK" SYSTEM IMPLEMENTATION

TYPICAL DETAILS AND SECTIONS

SHEET 6 OF 6 SHEETS DWG. NO. **C-6**

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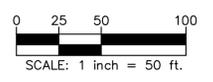
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DESIGNED BY: S. MOUSAVI
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Specifications



**CITY OF HUNTINGTON PARK
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

**JHONNY PINEDA – MAYOR
KARINA MACIAS – VICE MAYOR
GRACIELA ORTIZ – COUNCIL MEMBER
MARILYN SANABRIA – COUNCIL MEMBER
MANUEL “MANNY” AVILA – COUNCIL MEMBER**

**RICARDO REYES - CITY MANAGER
DANIEL HERNANDEZ - DIRECTOR OF PUBLIC WORKS
BRUNO CALLU – CITY ENGINEER**

PREPARED BY:



100% SUBMITTAL

**3060 Saturn Street., Suite 250
Brea, CA 92821
Tel: 714-940-0100 Fax: 714-940-0700
Infrastructure Engineers Project No. 6900.12**

**Bid Opening: March 6, 2019 at 2:00 PM
Engineer’s Estimate: \$690,752**

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

BID SCHEDULE

- Bid Period - February 8, 2019 – March 6, 2019
- Bid Opening - March 6, 2019 at 2:00 PM
- Award of Contract - March 19, 2019

Proposals will be received at the office of the City Clerk, City Hall, City of Huntington Park, 6550 Miles Ave., Huntington Park, CA 90255 until **2:00 PM on March 6, 2019**

These Specifications have been prepared
under the direction of:

Yunus Rahi, Ph.D., P.E., T.E.



**CITY OF HUNTINGTON PARK
CALIFORNIA**

TO PROSPECTIVE BIDDERS:

The City of Huntington Park invites you to become a prospective bidder on one of its public works projects. It is the City's intention to provide you with thorough and complete information regarding this project and to present an accurate description of the necessary work so that you may successfully bid and construct the project.

Submittal of your bid will be a proof that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact the Project Engineer's office at (323) 584-6346 or by email to croldan@infengr.com.

Daniel Hernandez
Director of Public Works

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX “B”
PROJECT SIGN	APPENDIX “C”

NOTICE INVITING SEALED BIDS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of HUNTINGTON PARK as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk, 6550 Miles Avenue, HUNTINGTON PARK, California 90255, up to the hour of **2:00 p.m. on March 6, 2019**. They will be publicly opened in the City Council Chambers at **2:00 p.m.** on the above date.

Copies of the contract documents are available on the City’s website (www.hpca.gov/bids.aspx). All questions from Plan Holders are to be emailed to croldan@infengr.com

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix “B” and submit it with the sealed Bid.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by a certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders must hold a valid California Class A Contractor’s License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **ninety (90) working days** from the effective date of the Notice-to-Proceed to be issued by the City. All work must be substantially completed by **June 11, 2019**.

BY ORDER OF: The City of HUNTINGTON PARK, California

Donna Schwartz, City Clerk

INSTRUCTIONS TO BIDDERS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier’s check or bid bond payable to the AGENCY in the amount not less than ten percent of the total bid amount. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Two (2) copies of the proposal shall be enclosed in a sealed envelope plainly marked on the outside **“DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION, FY 2018/2019, PROJECT NO. 2018-07, IN THE CITY OF HUNTINGTON PARK – DO NOT SEND WITH REGULAR MAIL.”** Proposals may be mailed AND RETURN RECEIPT is required or delivered by messenger. However, it is the bidder’s responsibility alone to ensure delivery of the proposal to the hands of the AGENCY’S Purchasing Officials prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered and are automatically disqualified.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY’S designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, telephonic, facsimile or electronic proposal, modification or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity, and to make an award as may best serve the interests of the AGENCY.

SURETY BOND PERIOD

Surety Faithful Performance Bond shall be maintained for one (1) year after completion of project construction.

PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702
FY 2018/2019
PROJECT NO.: 2018-07

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

In accordance with AGENCY’s Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER’s default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY’s notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY’S option, be considered null and void.

BID PROPOSAL

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1		
2	Traffic Control	LS	1		
3	Furnish and Install Surface Mounted Solar Powered Sensor	EA	1,019		
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	18		
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement	EA	7		
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil	EA	15		
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk	EA	7		
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers	EA	6		
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil.	EA	3		
10	Furnish and Install Bike Racks	EA	10		

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Furnish and Install Bike Lockers	EA	6		
12	Install Public Improvement Project Sign	EA	2		
13	Furnish and Install Wayfinding Sign	EA	7		
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit	EA	4		
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances	LS	1		
16	Remove Existing Posts	EA	7		
17	Furnish and Construct Concrete Bollard	EA	18		
18	Install New 1.5" Conduit with Directional Boring	LF	3100		
TOTAL AMOUNT BID IN FIGURES					\$

TOTAL AMOUNT BID IN WORDS:

_____ Dollars

Bidder's Signature

Title

Company Name

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
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2. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Signature of Contractor's Representative

Printed Name

Title

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that _____
_____, as BIDDER, and _____
_____, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

_____ dollars (\$ _____), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
_____ day of _____, 20____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case of cash, a cashier's check or a certified check accompanying the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

_____ Dollars

(\$ _____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

CONTRACT AGREEMENT

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____, _____ 2019, (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 collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

I.

ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the **“Scope of Services”**). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 TERM: This Agreement shall have a term of [NUMBER OF YEAR(S)] commencing from [TERM DATE]. Upon the conclusion of the Term, this Agreement shall 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). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the “Approved Rate Schedule”).
- B. Section 1.3(A) notwithstanding, CONTRACTOR’S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [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.

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

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

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

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY’S REPRESENTATIVES: The CITY hereby designates the [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.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, “CONTRACTOR Representative”). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR’S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR’S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

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

Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.6 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.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits

of no less than 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.

- 3.2 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.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of

no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

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

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide

the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

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

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be

compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

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

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

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

contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

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

CONTRACTOR:
[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.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not 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.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such

litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

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

executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

[NAME AND INFO]

By: _____

[CITY REP]

[TITLE]

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

INSURANCE REQUIREMENTS FOR
FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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		CONTACT NAME	
Agent or Broker Name & Address		PHONE (A/C No. Ext.)	FAX (A/C No.)
		E-MAIL ADDRESS	
		(This Space Affording Coverage)	
INSURED		INSURER #	
Insured Name & Address		INSURER A	
		INSURER B	
		INSURER C	
		INSURER D	
		INSURER E	
		INSURER F	

Insurance Company Name(s)

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.

General Liab.
Each Occurrence:
\$2,000,000
Damage to Rented Premises:
\$1,000,000
Med Exp: \$5,000
Personal & Adv.
Injury: \$1,000,000
General Aggregate:
\$4,000,000
Products:
\$1,000,000

Must mark either a "Y" or "X"

INSURER	TYPE OF INSURANCE	START DATE	END DATE	POLICY NO. (2016/03)	POLICY NO. (2014/01)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			Policy Number	Current Policy Period	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES: \$1,000,000 MED EXP (Any one person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$4,000,000 PRODUCTS - COMPROPAS: \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTO ONLY			Policy Number	Current Policy Period	COMBINED SINGLE LIMIT (for accidents): \$4,000,000 BODILY INJURY (for deaths): \$1,000,000 BODILY INJURY (for accidents): \$1,000,000 PROPERTY DAMAGE (for accidents): \$1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> GEN <input type="checkbox"/> RECREATION					EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY/ALL PARTS OR ALL PARTS OF POLICY EXCLUDED? (Necessary in MA) <input type="checkbox"/> Yes, describe under DESCRIPTIVE REVISIONS below			Policy Number	Current Policy Period	PER STRIKE: \$1,000,000 OTHER: \$1,000,000 C.L. EACH ACCIDENT: \$1,000,000 C.L. DISINF. EA EMPLOYEE: \$1,000,000 C.L. DISINF. POLICY LIMIT: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CERTIFICATE HOLDER	CANCELLATION
City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: SIGNATURE

ACORD 25 (2016/03)

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="color: red;">"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."</p> </div> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

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

FAITHFUL PERFORMANCE BOND
FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held
and firmly bound unto the City of HUNTINGTON PARK, as AGENCY, in the penal sum of
_____ dollars (\$ _____), which is one-hundred percent (100%) of the total contract amount for the
above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be
bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the
contract documents in the manner and time specified therein, then this obligation shall be null and
void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any
alterations in the obligations or time for completion made pursuant to the terms of the contract
documents shall not in any way release either CONTRACTOR or SURETY, and notice of such
alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this
_____ day of _____, 20____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as CONTRACTOR,
and _____, as SURETY, are
held and firmly bound unto the City of HUNTINGTON PARK, as AGENCY, in the penal sum
of

_____ dollars
(\$ _____), which is fifty percent (50%) of the total contract amount for the above stated
project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material
of any kind used in the performance of the work to be done under said contract, or fails to submit
amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY
will pay for the same in an amount not exceeding the sum set forth above, which amount shall
inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures;
provided that any alteration made pursuant to the terms of the contract documents shall not in any
way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived
by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

GENERAL SPECIFICATIONS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals to perform the work shown in the plans, specifications, and contract documents. The general items of work are for furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated on the plans, specifications, and contract documents, for the implementing a comprehensive on-street and off-street shared parking system for downtown Huntington Park. The system will assist in locating available parking spaces within the downtown shared parking district along Pacific Boulevard and nearby parking lots/garage, and integrating a mobile pay application compatible with the City’s existing pay station equipment. The work includes: furnishing and installing variable message parking lot signs, wireless GPRS communication gateways, solar and non-solar sensors, bike racks, and bike lockers as shown on the plans and specifications, special provisions and other items not mentioned but indicated on the plans to provide a fully operational intelligent and smart parking system.

LOCATION OF WORK

The general locations and limits of the work are as follows:

- **PACIFIC BOULEVARD FROM RANDOLPH STREET ON THE NORTH TO FLORENCE AVENUE ON THE SOUTH AND NEARBY PARKING LOTS/GARAGE BETWEEN EAST OF RUGBY AVENUE AND WEST OF SEVILLE AVENUE**

TIME FOR COMPLETION

The Contractor shall complete all construction work in every detail within **ninety (90) working days** after the date in the Notice to Proceed to be issued by the City for the awarded improvements.

NOTIFICATION

The Contractor shall notify the City of HUNTINGTON PARK and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF HUNTINGTON PARK DEPT OF PUBLIC WORKS	(323) 582-6161
AT&T	(310) 515-2429
INFRAMARK (WATER PURVEYOR)	(323) 587-5969
GOLDEN STATE (WATER PURVEYOR)	(909) 394-2272
WALNUT PARK MUTUAL WATER COMPANY	(323) 585-7321
MAYWOOD MUTUAL WATER COMPANY	(323) 560-2439
UNITED PACIFIC WASTE (TRASH COMPANY)	(866) 699-7600
SPECTRUM	(833) 780-1880
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS Attention: Mr. Mahdad Derakhshani (mderakas@dpw.lacoiunty.gov)	(626) 458-7136
LOS ANGELES COUNTY SANITATION DISTRICT Attention: Ms. Christine Gurga (engineeringcounter@lacsds.org)	(562) 908-4288 ext. 1205
SOUTHERN CALIFORNIA EDISON Attention: Ms. Regina Gonzales	(323) 720-5298
THE GAS COMPANY Attention: Mr. Luis Ramirez (lramirez5@semprautilities.com)	(310) 687-2090
CHEVRON Attention: Mr. Dave Zerker	(310) 669-4014
UNDERGROUND SERVICE ALERT	(800) 422-4133 Tel (909) 808-8101 Fax

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications and Standard Plans of the AGENCY are contained in the Latest Edition, including the current Supplement, of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, CA 92802, telephone (714) 517-0970.

The AGENCY also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans). These Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

NIGHT AND WEEKEND WORK

The AGENCY at its option reserves the right to direct the contractor to grind and pave at night time including Saturdays and Sundays at no cost to the AGENCY. The contractor shall not be allowed any extra compensation or price adjustment if the AGENCY directs him/her to work night shifts including Saturdays and Sundays.

SPECIAL PROVISIONS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK
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SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

The work for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), latest Edition (hereinafter referred to as the "General Provisions"), in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For purposes of this Project, the following General Provisions are amended, as follows:

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

The following additions/modifications are hereby made to Subsection 1-2 of the Standard Specifications:

1-2 DEFINITIONS

AGENCY:	City of HUNTINGTON PARK
Board:	City Council of the City of HUNTINGTON PARK
Caltrans:	State of California, Department of Transportation
County:	County of Los Angeles
Engineer:	The City Engineer of the City of HUNTINGTON PARK or his authorized representative
Federal:	United States of America
Contractor:	The word Contractor means the Contractor as defined herein or his authorized representative.

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Subsection 2-1 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY's notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

2-3 SUBCONTRACTS

The whole paragraph of Subsection 2-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

2-4 CONTRACT BONDS

The second sentence of the fourth paragraph of Subsection 2-4 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 2-4 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

The following is added to the General Specifications:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-9 SURVEYING

2-9.1 Permanent Survey Markers

The following is added after the first paragraph of this subsection of the Standard Specifications:

The Contractor shall reset disturbed monuments and provide a Corner Record Survey filed with the County Surveyor and City Engineer. Corner Record Surveys shall be completed by a Surveyor licensed in the State of California to practice surveying.

2-9.2 Surveying Services

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor will furnish a Surveyor as needed for layout of the work and the resetting of monuments.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-1.6 Trade Names or Equals

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

SECTION 5 – UTILITIES

5-1 LOCATION

The agency did not perform any utility investigation. The Contractor shall be responsible to contact USA to mark all utilities and shall conduct this operation to protect all marked utilities in place. Any damaged utility line shall be repaired at the contractor sole expense. The price for protecting all utilities in place shall be considered as paid for in the various Bid items and no additional compensation shall be allowed thereafter.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION

6-7.1 General

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **ninety (90) working days**.

6-7.2 Working Day

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be **\$5,000.00 per day**.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

The following is hereby added to this subsection of the Standard Specifications:

7-1.4 A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-1.5 All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed “package” equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

7-1.6 All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

7-1.7 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

7-1.8 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

7-1.9 The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of HUNTINGTON PARK Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 8:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.

7-1.10 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

7-1.11 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

7-1.12 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

7-1.13 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

7-1.14 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

7-1.15 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

7-1.16 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

7-1.17 Caltrans Standard Specifications (Sections 7 and 42) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.

7-1.18 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

7-1.19 If practical, implement project noise abatement features prior to construction.

7-2 LABOR

7-2.2 Laws

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

7-3 LIABILITY INSURANCE

The liability insurance coverage values are hereby amended to be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$2,000,000
Product/Completed Operations Hazard	\$2,000,000
Comprehensive Automobile Liability	\$2,000,000
Contractual General Liability	\$2,000,000
Worker's Compensation	Statute

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. A pro forma copy of the policy(s) shall be submitted to the City. A certificate of endorsement naming the City and its Agents as additional insured identifying the coverage limits, dates of coverage insurance provided and project number is required.

7-5 PERMITS

The text of Subsection 7-5 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge

to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Reallocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

7-10 PUBLIC CONVENIENCE AND SAFETY

The subsection 7-10.1 of the Standard Specifications is hereby deleted and replaced with the following:

7-10.1 Traffic and Access

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access. Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one twelve-foot wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic control plan to the City and obtain approval of same in writing from the City Engineer. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Uniform Control Devices (CA-MUTCD).

There are some driveways that require replacement in order to be American with Disabilities Act (ADA) compliant. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

Under situations of driveway closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the Agency.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

7-10.3.1 Street Closures, Detours, Barricades

This subsection is added to section 7-10.3 of the Standard Specifications:

Street closures will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the

satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor, and deduct same from the next progress payment

7-10.6 Protection of the Public

Subsection 7-10.6 is hereby added to Section 7 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

The following is hereby added to this subsection of the Standard Specifications:

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so provided by the Contractor for his own personnel.

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 Partial and Final Payment

The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Sureties eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

9.3.3 Delivered Materials

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

SECTION 10 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 10 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of HUNTINGTON PARK and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, “Latest Edition and Supplement”.

Los Angeles County Public Works Department – Greenbook and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans

City Standards - All applicable standard plans.

Standard Specifications - The latest edition of, and applicable amendments to, the “Standard Specifications for Public Works Construction (SSPWC).”

California Manual on Uniform Traffic Control Devices (CA-MUTCD), “Latest Edition”.

SPECIAL PROVISION
PART 2 – BID ITEM DESCRIPTION

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

Sections 3-2.2.2 “Increase more than 25 percent” and 3-2.2.3 “Decrease of more than 25 percent” are hereby deleted. Payments for all bid Items shall be based on field measurements and no additional payment shall be allowed. All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

The Contractor shall mobilize to start the project 10 working days from the award of the contract. The agency shall be counting the working days from the said date.

Bid Item No. 1 – Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)

Mobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor’s personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for Mobilization/Demobilization shall be included in the **Lump Sum (LS) Price** and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of HUNTINGTON PARK; and complying with the requirements specified in those licenses and permits; coordination, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the

project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 2 – Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the “Manual of Traffic Controls for Construction and Maintenance Work Zones” published by the Department of Transportation, State of California, and California Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency’s execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary “NO PARKING” signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The “NO PARKING” signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) “Public Notice” to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City.

Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door know. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, HUNTINGTON PARK Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 7-10 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the “California Manual on Uniform Traffic Control Devices”, CA- MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period. If any Traffic Control is required within a 100 ft from a signalized intersection, the contractor shall submit a Traffic Control Plan.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to “California Manual on Uniform Traffic Control Devices”, CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City Engineer prior to beginning any removals.

The Contractor shall cooperate with the City Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs per traffic control plans and as specified by the City of HUNTINGTON PARK.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the “California Manual on Uniform Traffic Control Devices”, CA-MUTCD. A pilot car and driver will be

required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall not be less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

	<u>Dry Reflective Value</u>		
<u>Angle of Incidence</u>	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking for traffic control shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for Traffic Control shall be included in the **Lump Sum (LS) Price** base shall be considered full compensation for providing safe traffic control, preparing and providing traffic control plan during the project, temporary striping, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of HUNTINGTON PARK; and complying with the requirements specified in those licenses and permits, coordination,; and incidentals necessary to perform all related items of work.

Bid Item No. 3 – Furnish and Install Surface Mounted Solar Powered Sensor

This bid item shall include all labor, material and equipment required to install a fully functional surface mounted solar powered sensor in each of the stalls indicating in the plans. Each wireless solar powered sensor will be able to communicate with the solar powered GPRS and any other necessary devices to relay its information to the server, program system, and variable message signs. Sensor shall have a minimum of 30-day runtime with no solar energy and be able to integrate with third party hardware. Placement of sensor shall follow manufacturer’s instructions on proper installation. Surface mounted solar powered sensor shall be integrated into the smart parking system for data collection to the LED variable message signs

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use.

Payment for Furnishing and Installing Surface Mounted Solar Powered Sensor shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for furnishing all labor, materials, tools, equipment, installation, finishing, hauling, and incidentals for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 4 – Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar

This bid item shall include all labor, material and equipment required to install a fully functional solar powered GPRS in each of the existing street light poles listed on the plans. Each GPRS shall be placed at an elevation where the signal will not be hindered by miscellaneous objects. GPRS shall be able to communicate with the parking sensors and send software updates wirelessly through the system. The gateway will communicate real time information regarding parking status of vehicles from the sensor to the LED variable message sign. Placement and installation of solar GPRS will follow manufacturer’s instructions.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use.

Payment for Furnishing and Installing General Packet Radio Services (GPRS) Communications Gateway, Solar shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for furnishing all labor, materials, tools, equipment, installation, finishing, hauling, and incidentals for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 5 – Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED single-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix “A.” The number of LED display modules for installation of each sign are shown on plans. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix “A” for typical detail of pull box. Foundation and footing design shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Exact location of the sign shall be determined by the field engineer on site. Conduit lengths are provided in Appendix “A,” and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

AC pavement shall be backfilled to match existing conditions. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring. Contractor shall restripe all striping removed through installation of said item. Contractor shall remove and dispose of any wheel stops that are located outside the width of the parking stall.

Payment for Furnishing and Installing Free Standing LED Single-Sided Variable Message Sign on AC Pavement shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 6 – Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED single-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix “A.” The number of LED display modules for installation of each sign are shown on plans. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix “A” for typical detail of pull box. Foundation and footing

design of sign shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Exact location of the sign shall be determined by the field engineer on site. Conduit lengths are provided in Appendix "A," and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

Unclassified soil shall be backfilled to match existing conditions. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring.

Contractor shall remove existing overhanging branches of existing trees in street parkways when visibility is inhibited. Trimming work shall be under the direction of a Certified Arborist. Trimming shall be performed by appropriate tools.

When permitted by the Field Engineer, tree trimming shall be performed by a Certified Arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The following is hereby added to Subsection 300-1.1 of SSPWC.

Tree branches which hang shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the City Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All trimming shall be done in the presence of the City Engineer or the designated City Arborist.

Contractor is responsible for restoring the irrigation system after installation of the LED variable message sign. It is the responsibility of the contractor to repair any damages resulted from the installation of said item.

Payment for Furnishing and Installing Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 7 – Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED single-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix "A." The number of LED display modules for installation of each sign are shown on

plans. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix "A" for typical detail of pull box. Foundation and footing design of sign shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Conduit lengths are provided on Appendix "A," and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

Exact location of the sign shall be determined by the field engineer on site. The location of the sign shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Concrete sidewalk shall be removed and replaced to match existing conditions of said sidewalk for the installation of the new variable message sign. Replacement of new sidewalk shall be from score line to score line for the location of the new wayfinding sign. Concrete sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Removal and replacement of new sidewalk shall be included in the installation of the new variable message sign and no additional compensation will allowed therefor. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring.

Payment for Furnishing and Installing Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 8 – Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED double-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix "A." The number of LED display modules for installation of each sign are shown on

plans. Both sides of the display modules shall display the same information regarding parking availability and shall have the same amount of LED display modules. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix "A" for typical detail of pull box. Foundation and footing design of sign shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Conduit lengths are provided on Appendix "A," and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

Exact location of the sign shall be determined by the field engineer on site. The location of the sign shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Concrete sidewalk shall be removed and replaced to match existing conditions of said sidewalk for the installation of the new variable message sign. Replacement of new sidewalk shall be from score line to score line for the location of the new wayfinding sign. Concrete sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Removal and replacement of new sidewalk shall be included in the installation of the new variable message sign and no additional compensation will allowed therefor.

Contractor shall remove and reuse existing pavers for the placement of the new variable message sign. Replace any damaged pavers and match with existing color. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring.

Payment for Furnishing and Installing Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 9 – Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED double-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix "A." The number of LED display modules for installation of each sign are shown on plans. Both sides of the display modules shall display the same information regarding parking availability and shall have the same amount of LED display modules. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix "A" for typical detail of pull box. Foundation and footing design of sign shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Exact location of the sign shall be determined by the field engineer on site. Conduit lengths are provided in Appendix "A," and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

Unclassified soil shall be backfilled to match existing conditions. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring.

Contractor shall remove existing overhanging branches of existing trees in street parkways when visibility is inhibited. Trimming work shall be under the direction of a Certified Arborist. Trimming shall be performed by appropriate tools.

When permitted by the Field Engineer, tree trimming shall be performed by a Certified Arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The following is hereby added to Subsection 300-1.1 of SSPWC.

Tree branches which hang shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the City Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All trimming shall be done in the presence of the City Engineer or the designated City Arborist.

Contractor is responsible for restoring the irrigation system after installation of the LED variable message sign. It is the responsibility of the contractor to repair any damages resulted from the installation of said item.

Payment for Furnishing and Installing Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for

doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 10 – Furnish and Install Bike Racks

This bid item shall include all labor, material and equipment required to install a fully functional five loop wave style bike rack. Bike rack shall be installed to be theft proof and have anti-graffiti coating on the rack. The material shall be of 10-gauge steel and have a capacity of up to seven bikes. The design and material of the bike locker shall be approved by the City Engineer prior to fabrication.

Exact location of the bike rack shall be determined by the field engineer on site. The location of the bike shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Payment for Furnishing and Installing Bike Racks shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, hauling, finishing, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 11 – Furnish and Install Bike Lockers

This bid item shall include all labor, material and equipment required to install a fully functional Bike Locker. Each of these lockers shall be installed to be theft proof and have anti-graffiti coating. The design and material of the bike locker shall be approved by the City Engineer prior to fabrication.

Exact location of the bike locker shall be determined by the field engineer on site. The location of the bike locker shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Payment for Furnishing and Installing Bike Lockers shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, hauling, finishing, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 12 – Install Public Improvement Project Sign

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall be submitted to the City Engineer for approval prior to fabrication. The sign is illustrated in Appendix “C”.

Size: 4 feet by 4 feet with a 7 feet clearance above ground level.

- Materials: Aluminum Anti-Graffiti Diamond Grade Sheeting
- Support: 4-inch by 4-inch by 10 feet posts.
- Mounting: Frame shall be constructed using 2 inches by 6 inches by 8 feet skids centered on each post and a 2 inch by 4 inches by 5 feet 6 inches 45-degree brace for each skid and a 2 inches by 6 inches cross-strut between the bottom of the posts all of bolted construction. Aluminum panel shall be mounted using 3/8 inch by 5 inches carriage bolts at 16 inches maximum on center.
- Paint: Panel Face: Three coats outdoor enamel (sprayed) Panel Rear and Frame: Two coats outdoor enamel (sprayed).
- Color: 60% Lighter blue background and blue lettering.
- Lettering: Silkscreen enamels, Arial Narrow.
- Covering: 1/4 inch clear plastic.
- Location: The signs shall be placed at each end of the street that work is being constructed on. If various locations of work are included, the signs will be moved by the Contractor per the AGENCY's schedule.
- Duration: The signs shall be placed a minimum of one week prior to start of work.
- Disposition: After the Notice of Completion is issued, the sign shall become the property of the AGENCY, and the Contractor shall deliver the sign to the Public Works Facility at no expense to the AGENCY.

Payment for Installation of Public Improvement Project Signs shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project.

Bid Item No. 13 – Furnish and Install Wayfinding Sign

This bid item shall include all labor, material and equipment required to install a fully functional ten-foot galvanized square breakaway sign post with surface mount breakaway anchor per Caltrans standards. This item is to include all required mounting hardware per Caltrans standards. Placement of sign shall follow the CA-MUTCD latest edition on sign installation. See Appendix "A" for typical design of wayfinding signs. A scaled layout of the color, gage, and font size will be submitted by the contractor to the City Engineer for approval prior to fabrication.

Sidewalk shall be removed and replaced for the installation of the new wayfinding sign. Replacement of new sidewalk shall be from score line to score line for the location of the new wayfinding sign. Concrete sidewalk shall conform to the provisions of Section 303-5 of the

Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made parts of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4” thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Removal of foundation material shall be excavated manually (hand dig). Removal and replacement of new sidewalk shall be included in the installation of the new wayfinding sign and no additional compensation will be allowed therefor.

Exact location of the sign shall be determined by the field engineer on site. The location of the sign shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Payment for Furnishing and Installing Wayfinding Sign shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 14 – Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit

This bid item shall include all labor, material and equipment required to install a fully functional wireless sensor in each of the driveway approaches in the plans. Each wireless sensor will be able to communicate with the Mains Powered GPRS and any other necessary devices to relay its information to the server, program system, and variable message signs. Sensor shall be able to integrate with third party hardware. Placement of sensor shall follow manufacturer’s instructions on proper installation. Two wireless sensors will be placed for ingress and two wireless sensors for egress and integrated into the smart parking system for data collection for the LED variable message sign.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use.

Payment for Furnishing and Installing Wireless Sensor at Parking Garage Entrance/Exit shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, hauling, finishing, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 15 – Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances

This bid item shall include all labor, material and equipment required to install a fully functional mains powered GPRS as located in the plans. Each GPRS shall be placed at an elevation where the signal will not be hindered by miscellaneous objects. GPRS shall be able to communicate with the wireless parking sensors and send software updates wirelessly through the systems. The GPRS will communicate real time information regarding parking status of vehicles from the sensor to the LED variable message sign. Placement and installation of mains powered GPRS will follow manufacturer's instructions. The contractor is responsible for providing a designated circuit and power for each Main Powered GPRS at their designated locations. This item shall include installing a utility box where the connection to the new Main Powered GPRS and any other necessary equipment to supply power will be housed. All conduits shall be placed through directional boring.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use.

Payment for Furnishing and Installing Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for furnishing all labor, materials, tools, equipment, installation, finishing, hauling, and incidentals for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 16 – Remove Existing Posts

This bid item shall include all labor, material and equipment required remove and haul away existing posts as located in the plans. Contractor shall remove the three-post assembly to allow for clear placement of the variable message sign.

Payment for Removing Existing Posts shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, grading, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 17 – Furnish and Install Bollard

This Bid Item shall include all labor, material and equipment required to install bollards for the project. Bollard shall be steel pipe filled with concrete, 6" diameter, 42" height above finished grade and with rounded concrete cap. The Contractor shall submit bollard specifications to the City for approval before ordering any material. Concrete for footing shall be Class 520-C-2500, minimum depth 36" and minimum diameter 18".

Location of bollard is per plan, final location in the field to be marked by the Engineer. Bollard shall have TGIC weather resistant yellow powder coating. Scope of work includes:

1. Excavation for footing.
2. Pour concrete footing in place.
3. Provide and install steel pipe filled with concrete bollard.

Payment for Furnishing and Installation of Bollard shall be at the contract unit price per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, tools, equipment, excavation, grading, compacting, forming, pouring, finishing, hauling and incidentals, and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 18 – Install New 1.5” Conduit with Directional Boring

This bid item shall include all labor, material and equipment required to install a 1.5” Conduit through directional boring. Contractor shall follow “Typical Detail for Power for LED Signs” on Sheet C-6 of the plans to obtain power for the single-sided and double-sided variable message signs. Contractor shall install 1.5” of a new conduit through directional boring from the existing pull box/power source to the new HN1324 electrical pull box and to the LED single-sided or double-sided variable message signs.

Payment for Installing New 1.5” Conduit with Directional Boring shall be paid for at the contract unit price per **Linear Feet (LF)**, and shall include full compensation for installing all labor, materials, tools, equipment, hauling, boring, finishing, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

APPENDIX “A”
STANDARD PLANS

CITY OF HUNTINGTON PARK

DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION

METRO FUNDED CFP NO.: F7702

FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019

PROJECT NO.: 2018-07

LIST OF STANDARD PLANS

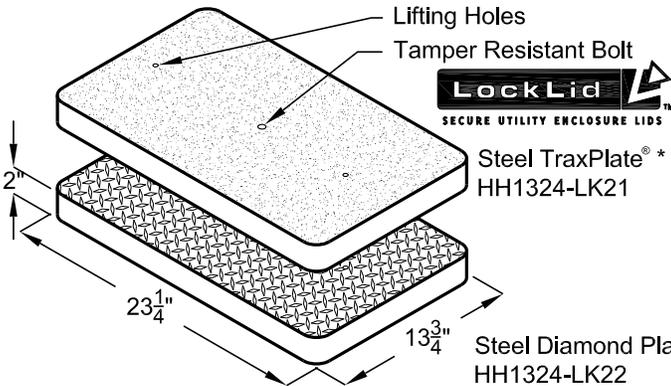
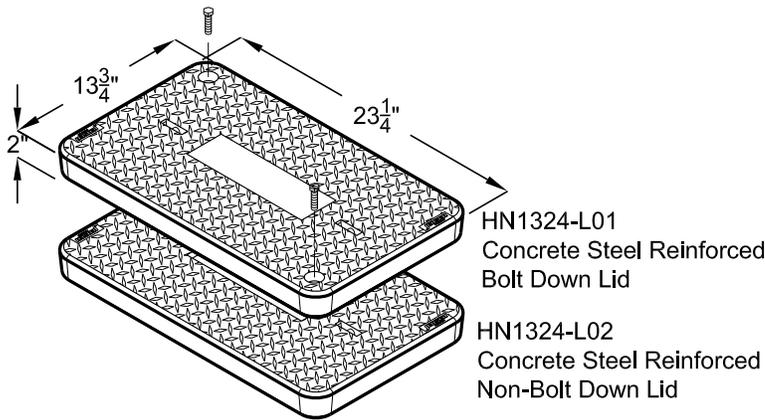
<u>Plan No.</u>	<u>Description</u>
<u>Jensen Precast</u>	
Electrical Pull box	Design of Pull box
<u>Variable Message Sign and Wayfinding Sign Detail</u>	
Exhibit 1-7	Design of Sign
<u>Locations to Connect Power for the Variable Message Signs</u>	
Exhibit 8-11	Connection to Power

HN1324 ELECTRICAL BOX

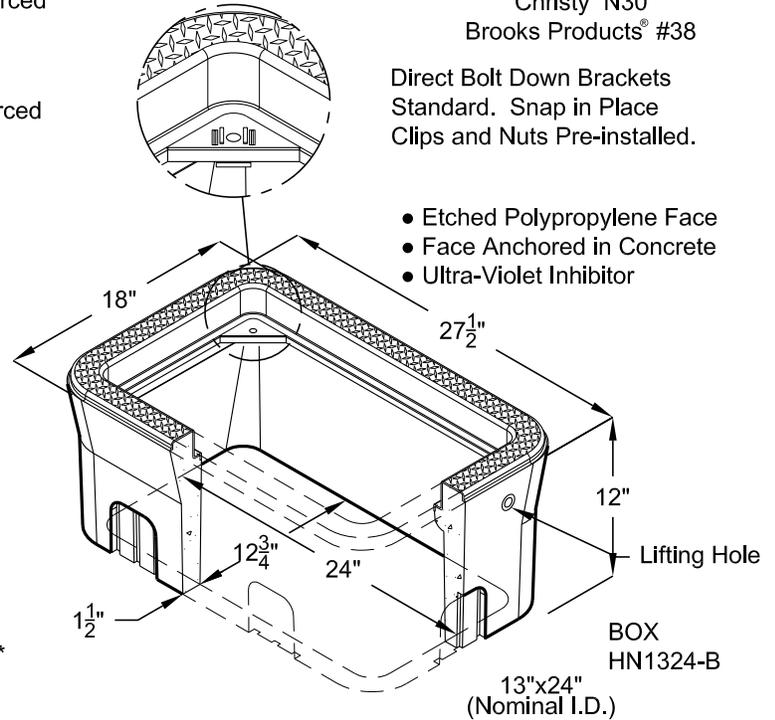
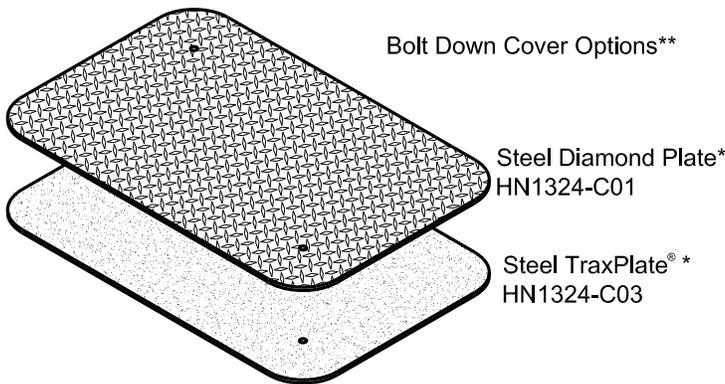
Compare to:
Christy® N30
Brooks Products® #38

Direct Bolt Down Brackets
Standard. Snap in Place
Clips and Nuts Pre-installed.

- Etched Polypropylene Face
- Face Anchored in Concrete
- Ultra-Violet Inhibitor



Bolt Down Cover Options**



PART NO.	PRODUCT	DESCRIPTION	APPROX. WEIGHT	QTY. PER PALLET
HN1324-B	BOX	13"x24"x12" Reinforced Concrete Non-Traffic Box	156	16
HN1324-E	EXTENSION	13"x24"x12" Reinforced Concrete Extension	160	16
HN1324-C01	COVER	Steel Diamond Plate Bolt Down Cover	40	
HN1324-C03	COVER	Steel Traxplate® Slip Resistant Bolt Down Cover	40	
HN1324-C05	COVER	Aluminum Traxplate® Slip Resistant Bolt Down Cover	28	
HN1324-L01	LID	Concrete Steel Reinforced Bolt Down Lid	49	
HN1324-L02	LID	Concrete Steel Reinforced Non-Bolt Down Lid	49	
HH1324-LK21	LID	LockLid™ K-Series Steel TraxPlate® Slip Resistant Non-Traffic *** (Order keys and Lifting Picks separately)	47	
HH1324-LK23	LID	LockLid™ K-Series Aluminum TraxPlate® Slip Resistant Non-Traffic*** (Order keys and Lifting Picks separately)	39	

Bolts sold separately for bolt down lids and covers. See hardware sheet for options.

Galvanizing available on all steel covers and lids.

* Also available in aluminum

** Also available in non-bolt down

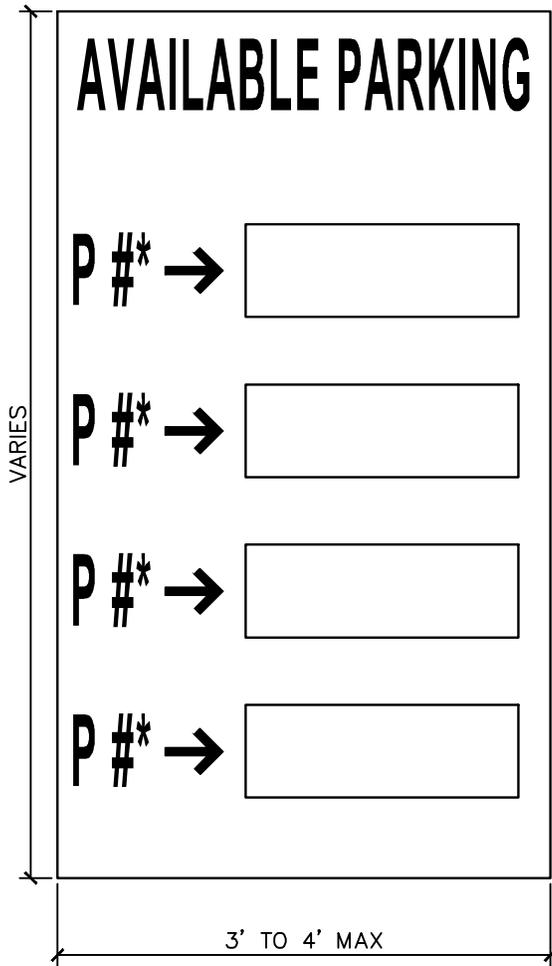
*** Also available in diamond plate

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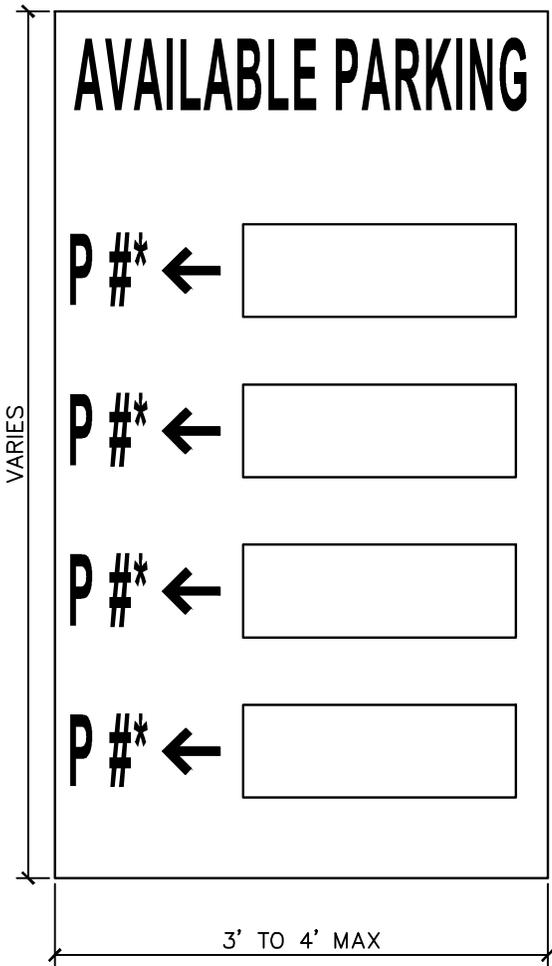
3/24/2014 HN1324_K.DWG © 2014 JENSEN PRECAST

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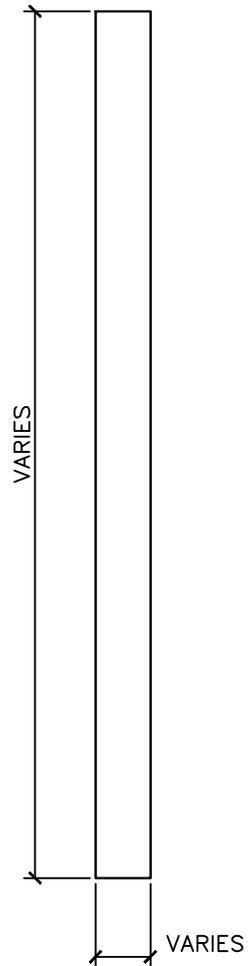
JENSENPRECAST.COM



DETAIL 1
FRONT VIEW
NORTHBOUND AND SOUTHBOUND
DIRECTION
 N.T.S.



DETAIL 2
BACK VIEW
NORTHBOUND AND SOUTHBOUND
DIRECTION
 N.T.S.



DETAIL 3
SIDE VIEW
 N.T.S.

NOTES:

1. * PARKING LOT NUMBERS SHALL BE PLACED AS INDICATED ON PLANS. NUMBER OF LED DISPLAY MODULES NEEDED ON VARIABLE MESSAGE SIGN ARE SHOWN ON PLANS.
2. ALL TEXT SHALL BE WITH ARIAL FONT.

LEGEND:

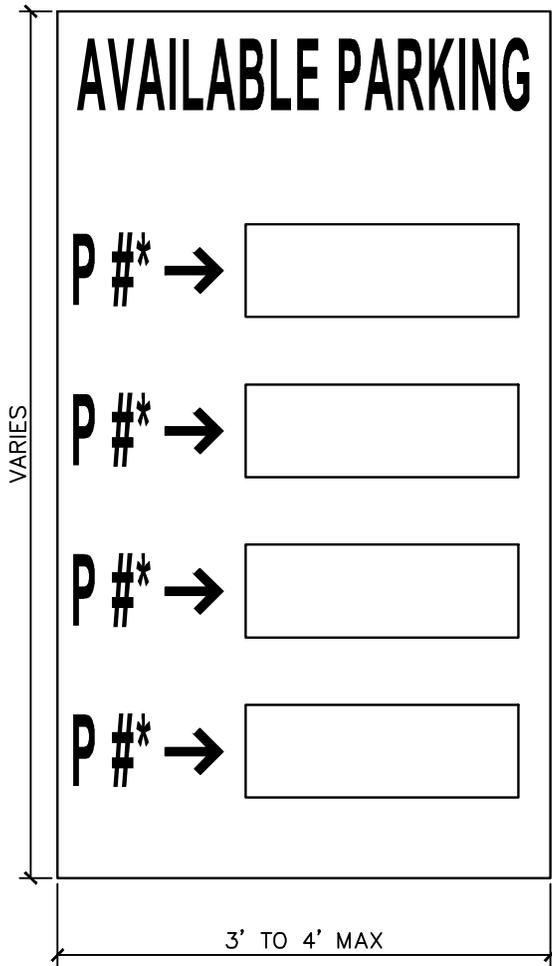
L.E.D. COUNTER



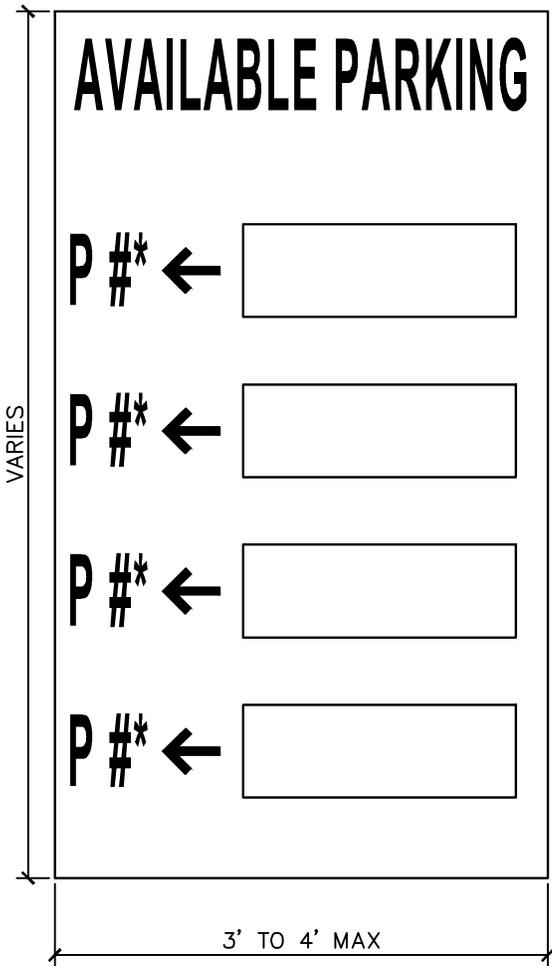
EXHIBIT 1
 VARIABLE MESSAGE SIGNS ON
 PACIFIC BOULEVARD
 DOUBLE-SIDED



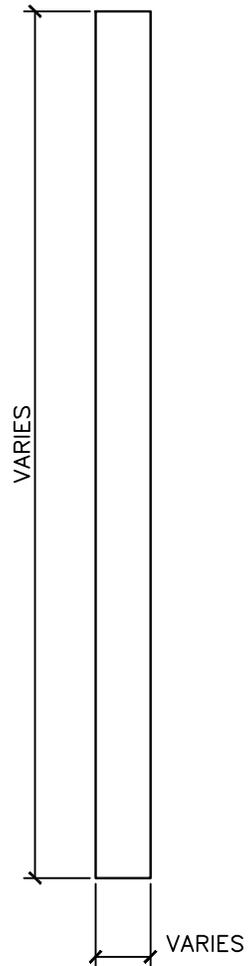
INFRASTRUCTURE
ENGINEERS



DETAIL 1
SOUTHBOUND DIRECTION
 N.T.S.



DETAIL 2
NORTHBOUND DIRECTION
 N.T.S.



DETAIL 3
SIDE VIEW
 N.T.S.

NOTES:

1. * PARKING LOT NUMBERS SHALL BE PLACED AS INDICATED ON PLANS. NUMBER OF LED DISPLAY MODULES NEEDED ON VARIABLE MESSAGE SIGN ARE SHOWN ON PLANS.
2. ALL TEXT SHALL BE WITH ARIAL FONT.

LEGEND:

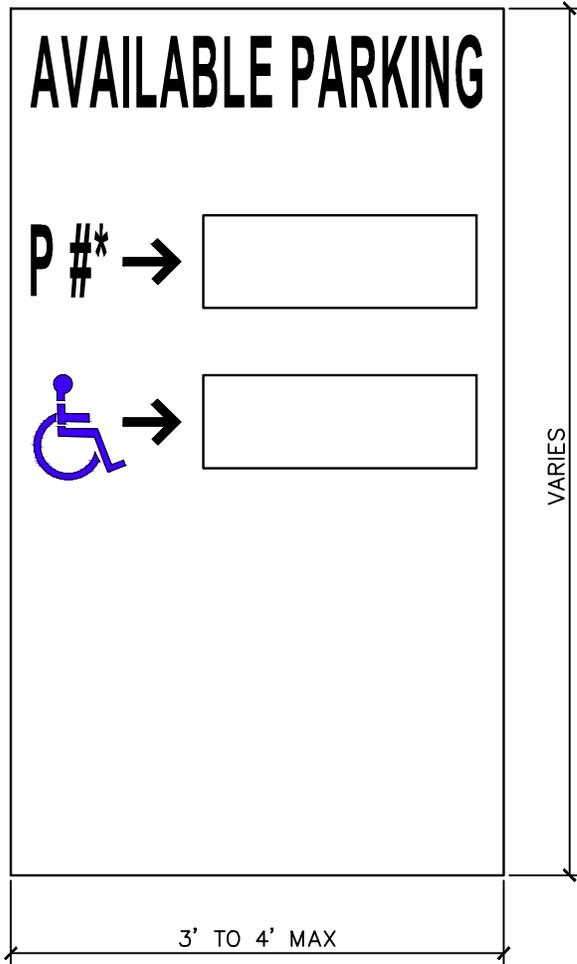
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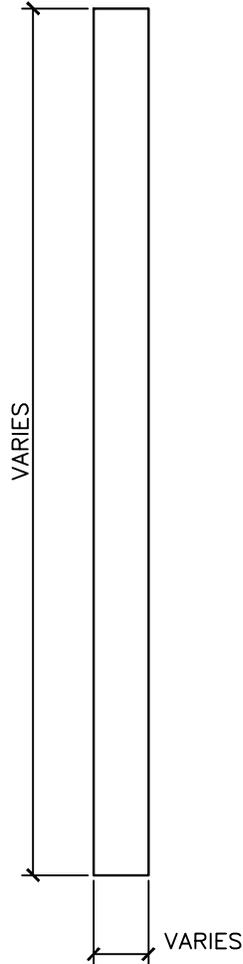
EXHIBIT 2
 VARIABLE MESSAGE SIGNS ON
 RITA AVENUE
 DOUBLE-SIDED



INFRASTRUCTURE ENGINEERS



DETAIL 4
WITH ACCESSIBLE PARKING
 N.T.S.



DETAIL 5
SIDE VIEW
 N.T.S.

NOTES:

1. * PARKING LOT NUMBERS SHALL BE PLACED AS INDICATED ON PLANS. NUMBER OF LED DISPLAY MODULES NEEDED ON VARIABLE MESSAGE SIGN ARE SHOWN ON PLANS.
2. ALL TEXT SHALL BE WITH ARIAL FONT.

LEGEND:

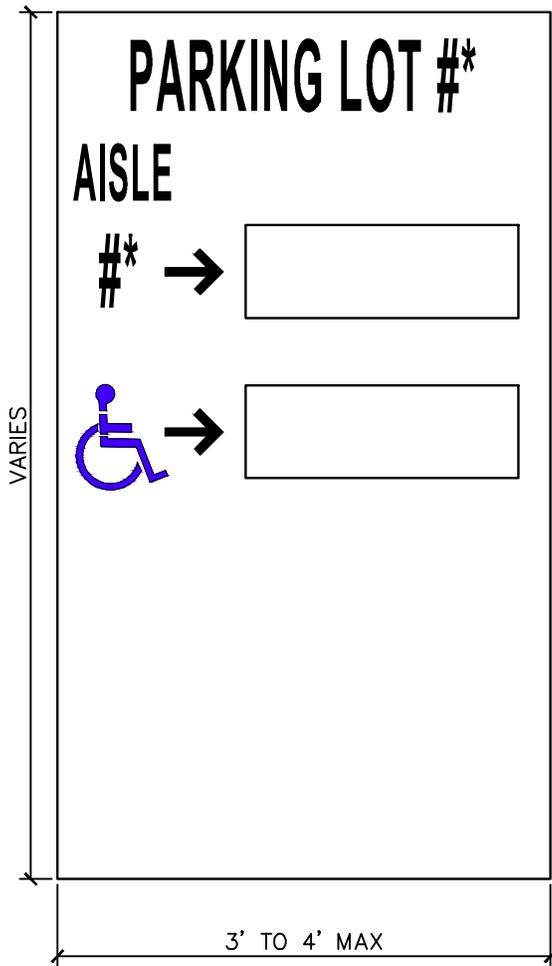
 L.E.D. COUNTER



EXHIBIT 3
 VARIABLE MESSAGE SIGNS WITHOUT AISLE
 SINGLE-SIDED

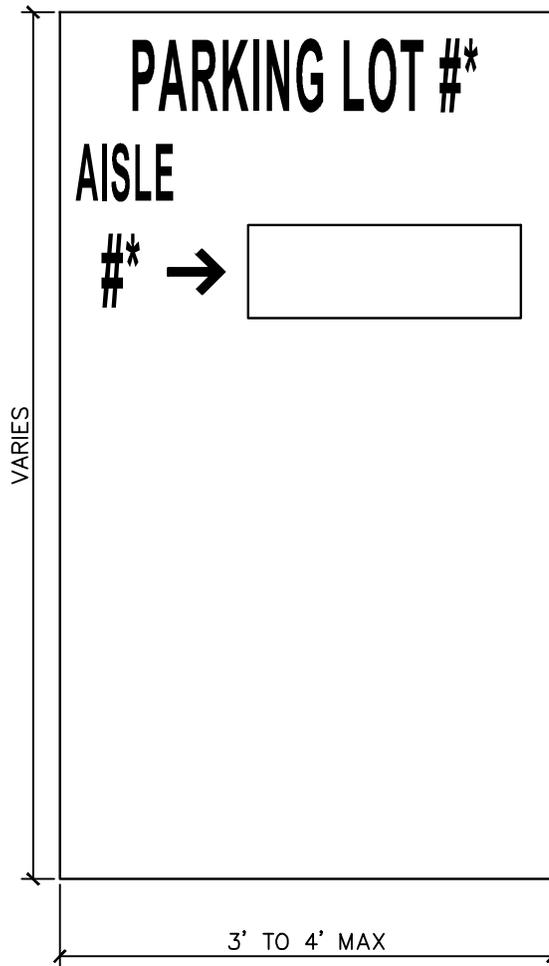


**INFRASTRUCTURE
 ENGINEERS**



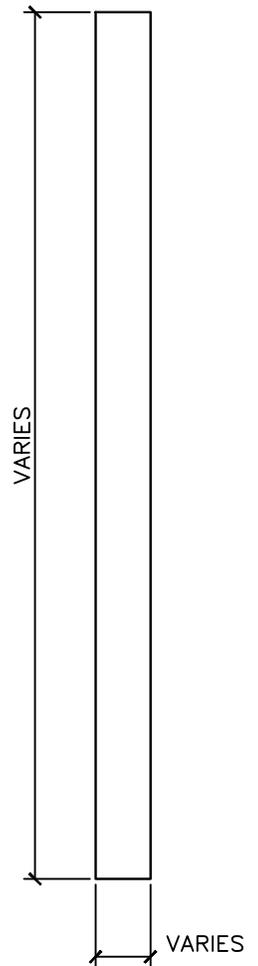
DETAIL 6
WITH ACCESSIBLE PARKING

N.T.S.



DETAIL 7
WITHOUT ACCESSIBLE PARKING

N.T.S.



DETAIL 8
SIDE VIEW

N.T.S.

NOTES:

1. * PARKING LOT NUMBER AND AISLE NUMBER SHALL BE PLACED AS INDICATED ON PLANS. NUMBER OF LED DISPLAY MODULES NEEDED ON VARIABLE MESSAGE SIGN ARE SHOWN ON PLANS.
2. ALL TEXT SHALL BE WITH ARIAL FONT.

LEGEND:

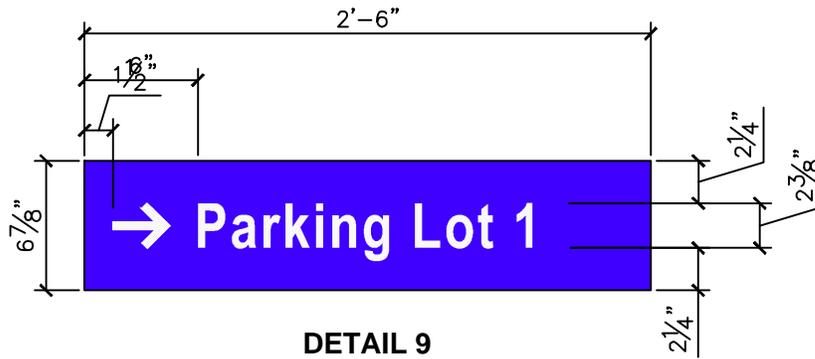
 L.E.D. COUNTER



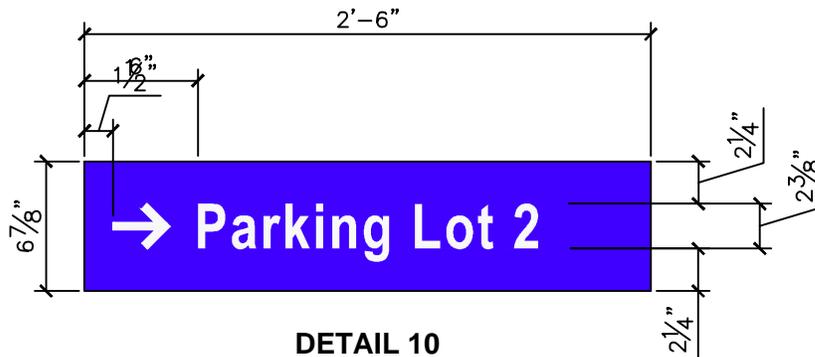
EXHIBIT 4
VARIABLE MESSAGE SIGNS WITH AISLE
SINGLE-SIDED



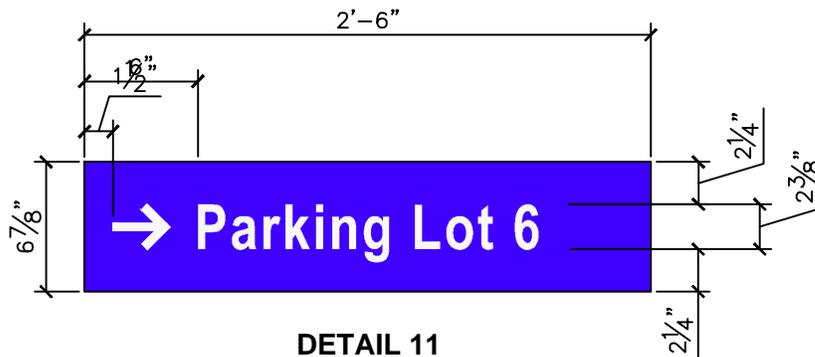
**INFRASTRUCTURE
ENGINEERS**



DETAIL 9
DIRECTION SIGN PANEL
PARKING LOT 1
 N.T.S.



DETAIL 10
DIRECTION SIGN PANEL
PARKING LOT 2
 N.T.S.



DETAIL 11
DIRECTION SIGN PANEL
PARKING LOT 6
 N.T.S.

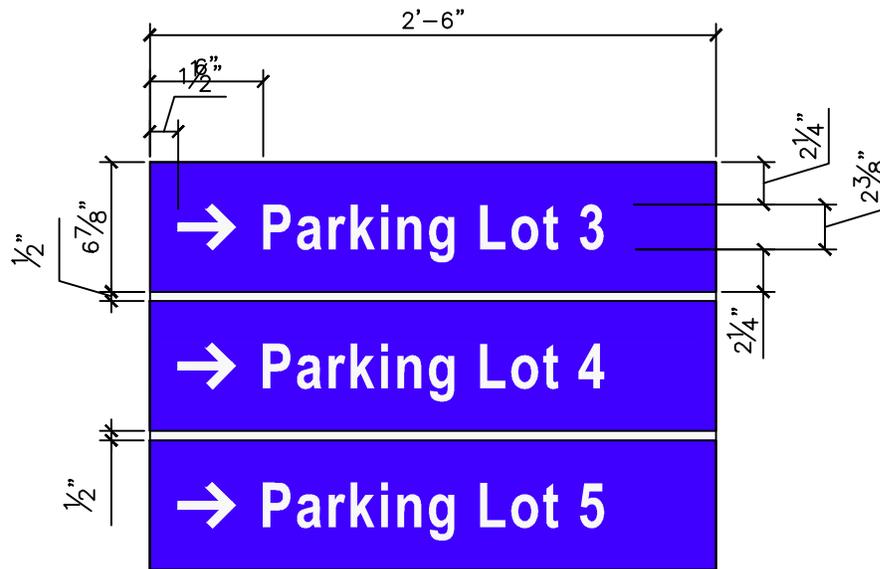
NOTES:

1. SIGNS TO BE INSTALLED ON EXISTING POSTS.
2. 3/16" THICK ALUMINUM PANEL WITH EASED EDGES PAINTED PROJECT COLOR P1.
3. GRAPHICS TO BE 3M OPAQUE WHITE VINYL OVERLAY. APPLY CLEAR COAT TO ENTIRE PANEL AFTER INSTALLATION OF VINYL.

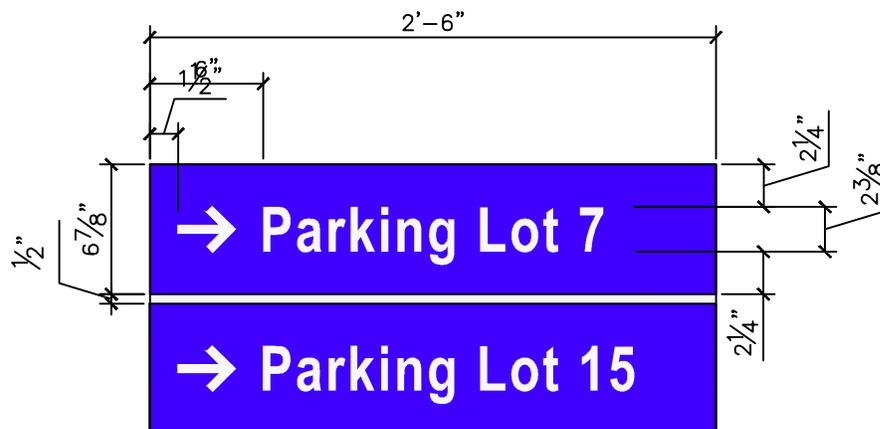


EXHIBIT 5
 WAYFINDING SIGNS FOR
 PARKING LOT 1, 2, AND 6





DETAIL 12
DIRECTION SIGN PANEL
PARKING LOT 3, 4 AND 5
 N.T.S.



DETAIL 13
DIRECTION SIGN PANEL
PARKING LOT 7 AND 15
 N.T.S.

NOTES:

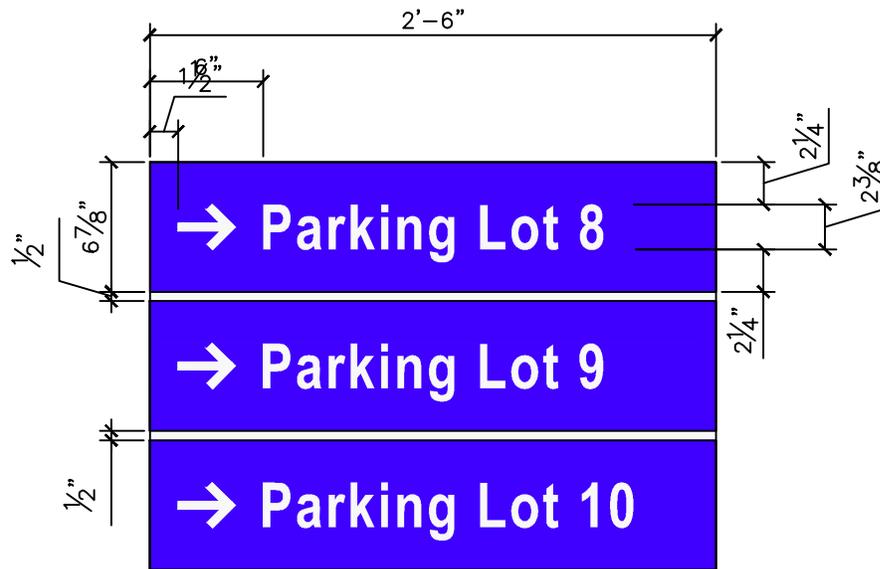
1. SIGNS TO BE INSTALLED ON EXISTING POSTS.
2. 3/16" THICK ALUMINUM PANEL WITH EASED EDGES PAINTED PROJECT COLOR P1.
3. GRAPHICS TO BE 3M OPAQUE WHITE VINYL OVERLAY. APPLY CLEAR COAT TO ENTIRE PANEL AFTER INSTALLATION OF VINYL.



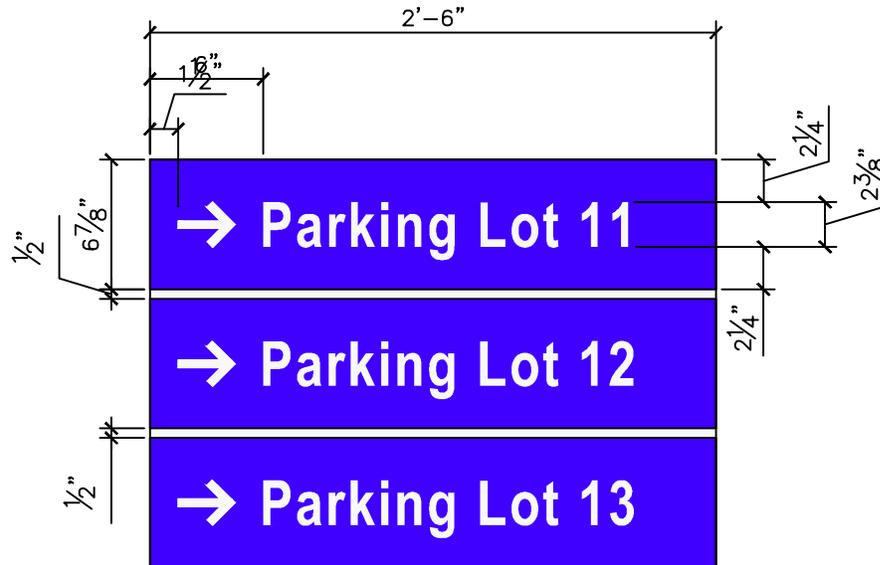
EXHIBIT 6
 WAYFINDING SIGNS FOR
 PARKING LOT 3, 4, 5, 7 AND 15



**INFRASTRUCTURE
 ENGINEERS**



DETAIL 14
DIRECTION SIGN PANEL
PARKING LOT 8, 9 AND 10
 N.T.S.



DETAIL 15
DIRECTION SIGN PANEL
PARKING LOT 11, 12 AND 13
 N.T.S.

NOTES:

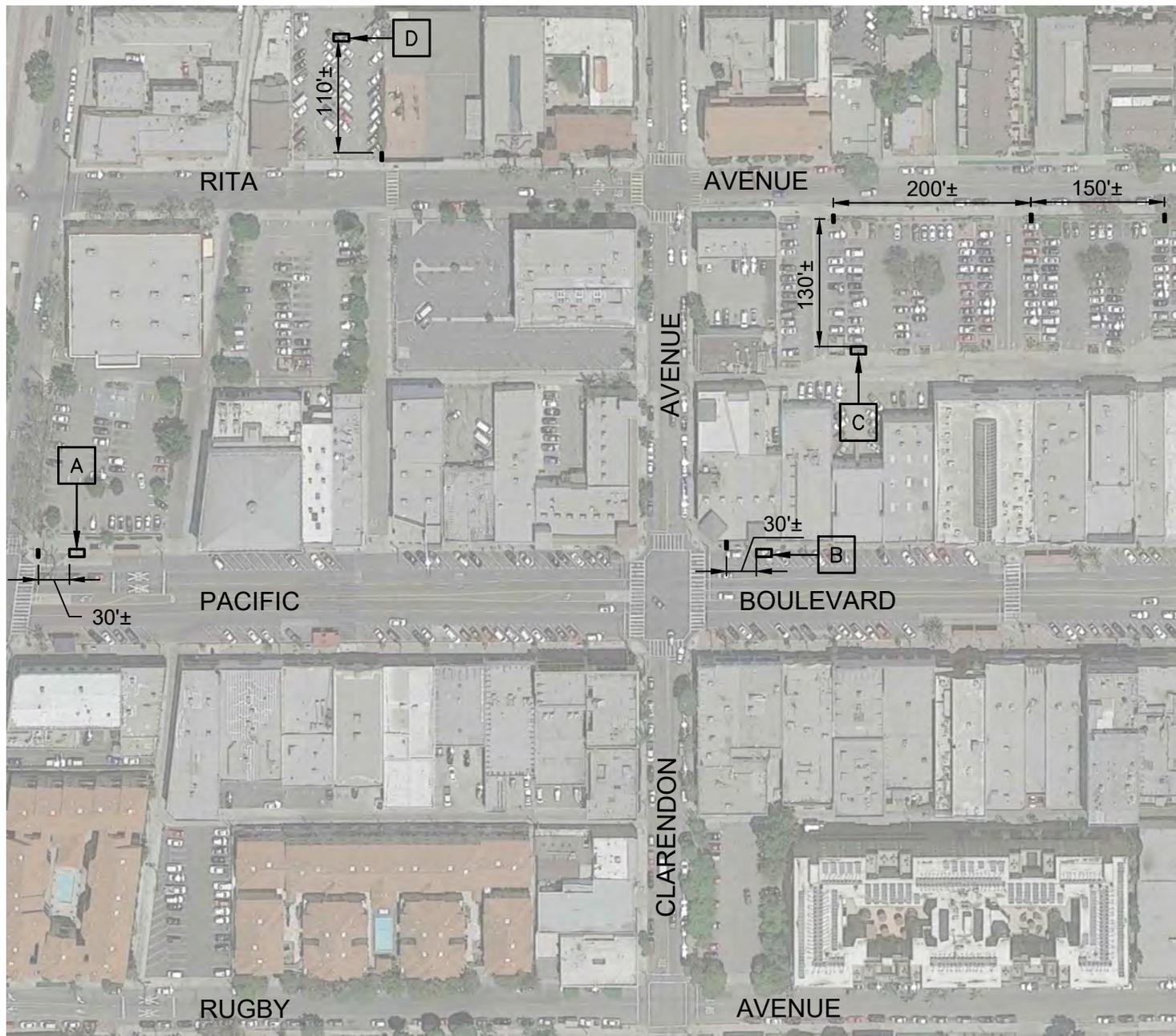
1. SIGNS TO BE INSTALLED ON EXISTING POSTS.
2. 3/16" THICK ALUMINUM PANEL WITH EASED EDGES PAINTED PROJECT COLOR P1.
3. GRAPHICS TO BE 3M OPAQUE WHITE VINYL OVERLAY. APPLY CLEAR COAT TO ENTIRE PANEL AFTER INSTALLATION OF VINYL.



EXHIBIT 7
 WAYFINDING SIGNS FOR
 PARKING LOT 8, 9, 10, 11, 12 AND 13



**INFRASTRUCTURE
 ENGINEERS**



GENERAL NOTE:

1. APPROXIMATE DIMENSIONS OF CONDUIT LENGTHS ARE SHOWN ON PLAN.

CONSTRUCTION NOTES:

- A** POWER IS IN THE PULL BOX 30' SOUTH FROM THE PROPOSED SIGN.
- B** POWER IS IN THE PULL BOX 30' SOUTH FROM THE PROPOSED SIGN.
- C** POWER IS IN THE PEDESTAL 130' WEST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO THREE SIGNS.
- D** POWER WILL BE CONNECTED FROM POINT OF CONNECTION 110' EAST OF PROPOSED SIGN.

LEGEND:

- ▬ -- VARIABLE MESSAGE SIGN
- -- POINT OF CONNECTION

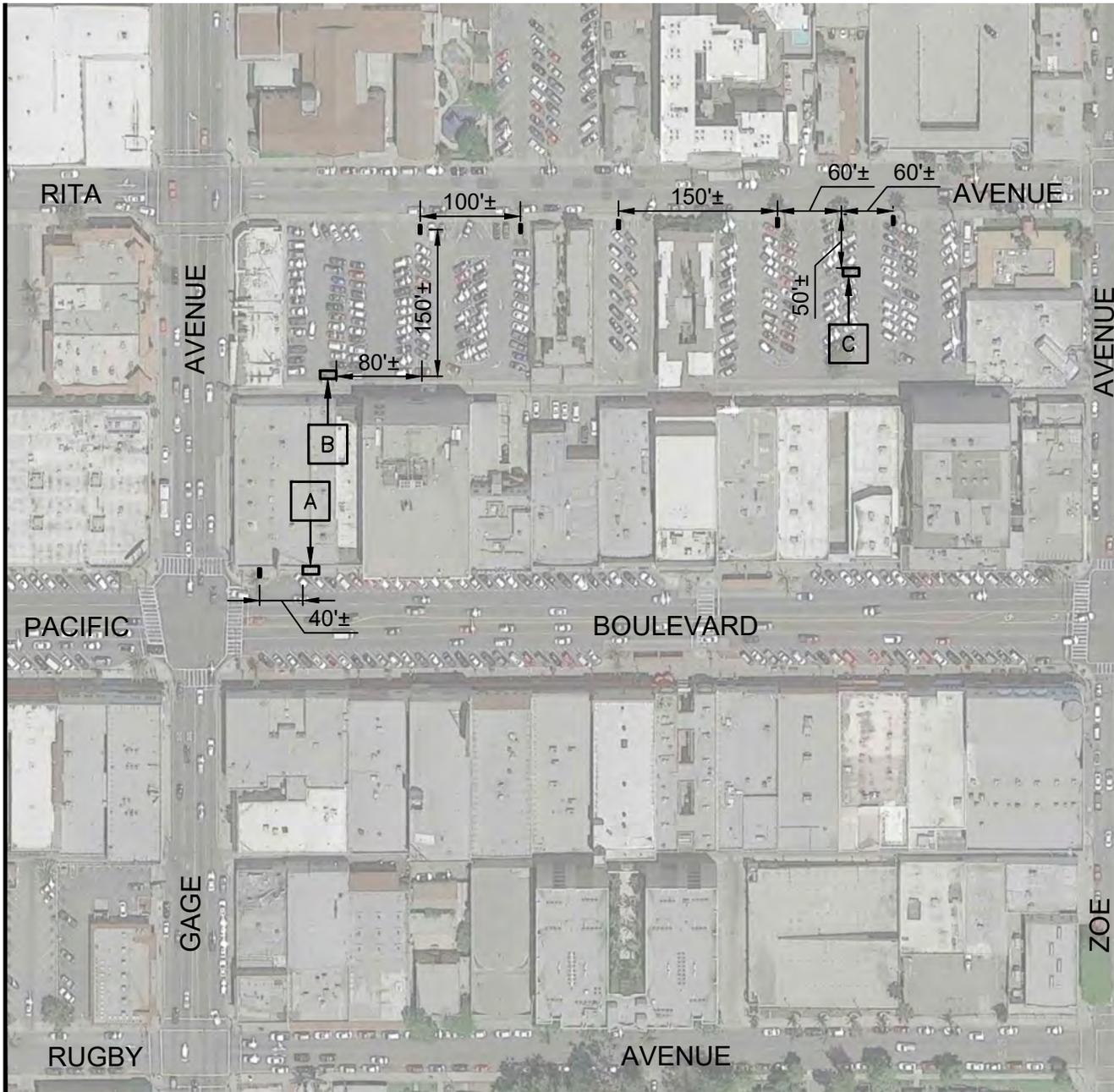
MATCHLINE SEE EXHIBIT 9



EXHIBIT 8
LOCATION TO CONNECT POWER FOR THE
VARIABLE MESSAGE SIGNS



MATCHLINE SEE EXHIBIT 8



MATCHLINE SEE EXHIBIT 10

GENERAL NOTE:

1. APPROXIMATE DIMENSIONS OF CONDUIT LENGTHS ARE SHOWN ON PLAN.

CONSTRUCTION NOTES:

- A** POWER IS IN THE PULL BOX 40' SOUTH FROM THE PROPOSED SIGN.
- B** POWER IS IN THE ELECTRICAL METER 230' AWAY FROM PROPOSED SIGN. POWER SOURCE WILL CONNECT TO TWO SIGNS.
- C** POWER IS IN THE ELECTRICAL METER 50' TO THE PULL BOX. POWER SOURCE WILL CONNECT TO THREE SIGNS.

LEGEND

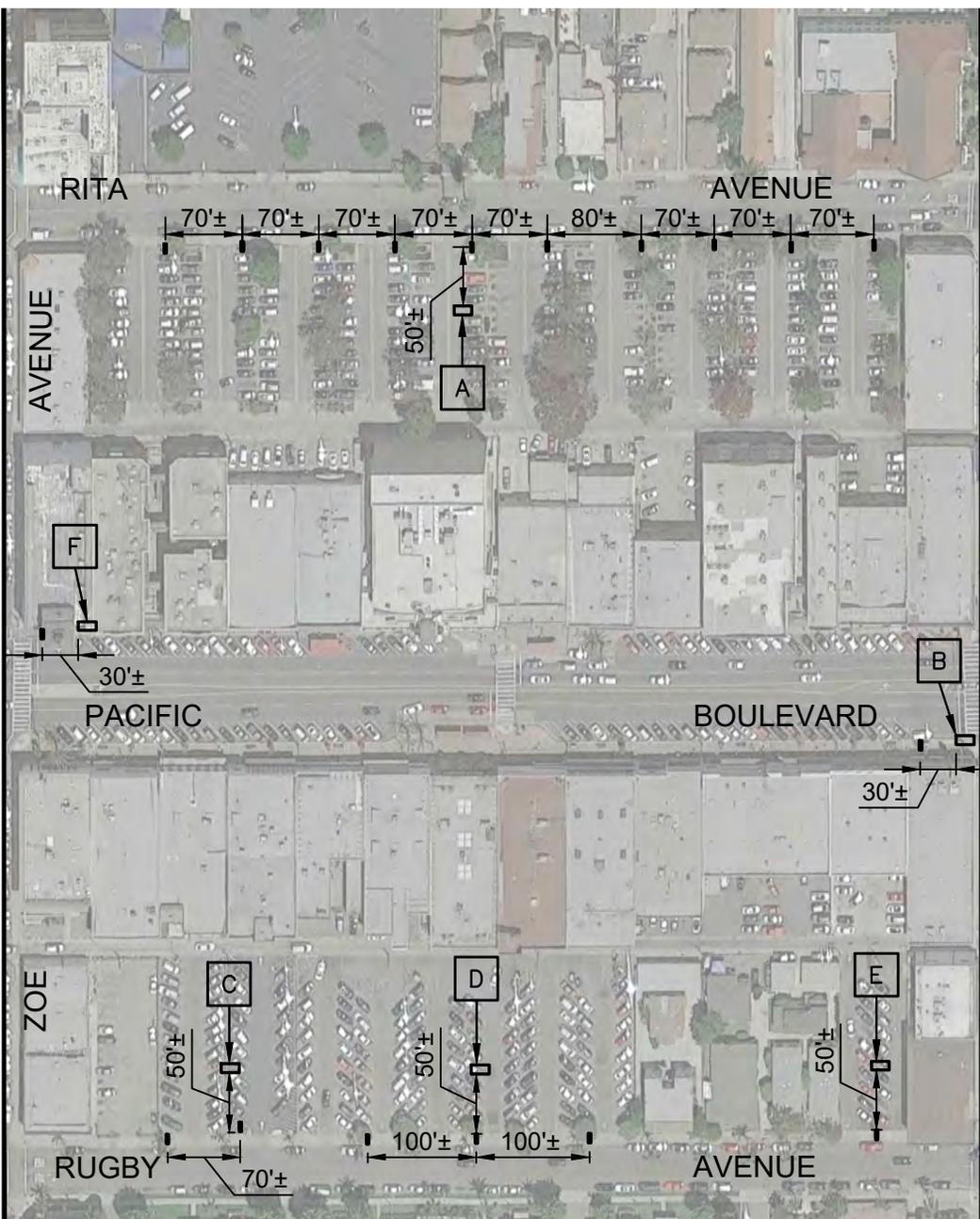
- ▬ -- VARIABLE MESSAGE SIGN
- -- POINT OF CONNECTION



EXHIBIT 9
 LOCATION TO CONNECT POWER FOR THE
 VARIABLE MESSAGE SIGNS



MATCHLINE SEE EXHIBIT 9



MATCHLINE SEE EXHIBIT 11

GENERAL NOTE:

1. APPROXIMATE DIMENSIONS OF CONDUIT LENGTHS ARE SHOWN ON PLAN.

CONSTRUCTION NOTES:

- A** POWER IS IN THE ELECTRIC METER 50' WEST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO TEN SIGNS.
- B** POWER IS IN THE PULL BOX 30' SOUTH FROM THE PROPOSED SIGN.
- C** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO TWO SIGNS.
- D** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO THREE SIGNS.
- E** POWER IS IN THE ELECTRIC METER 40' EAST FROM THE PROPOSED SIGN.
- F** POWER IS IN THE PULL BOX 30' SOUTH FROM THE PROPOSED SIGN.

LEGEND

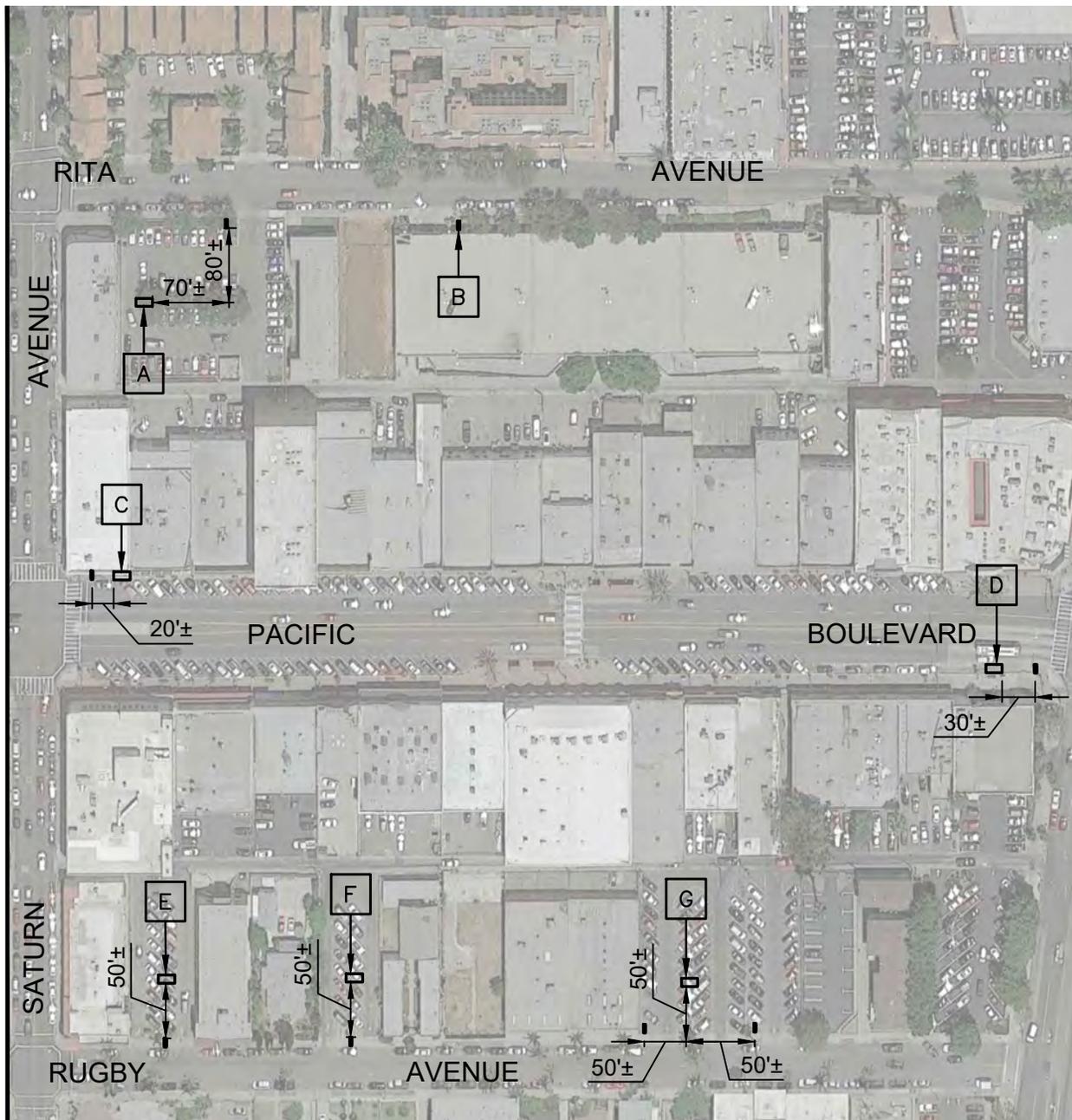
- ▬ -- VARIABLE MESSAGE SIGN
- -- POINT OF CONNECTION



EXHIBIT 10
LOCATION TO CONNECT POWER FOR THE
VARIABLE MESSAGE SIGNS



MATCHLINE SEE EXHIBIT 10



GENERAL NOTE:

1. APPROXIMATE DIMENSIONS OF CONDUIT LENGTHS ARE SHOWN ON PLAN.

CONSTRUCTION NOTES:

- A** POWER IS IN THE PEDESTAL 150' FROM THE PROPOSED SIGN.
- B** POWER IS AVAILABLE AT THIS LOCATION.
- C** POWER IS IN THE PULL BOX 20' SOUTH FROM THE PROPOSED SIGN.
- D** POWER IS IN THE PULL BOX 30' NORTH FROM THE PROPOSED SIGN.
- E** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN.
- F** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN.
- G** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO TWO SIGNS.

LEGEND

- ▬ -- VARIABLE MESSAGE SIGN
- -- POINT OF CONNECTION



EXHIBIT 11
LOCATION TO CONNECT POWER FOR THE
VARIABLE MESSAGE SIGNS



APPENDIX “B”

**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)
CONTRACTOR REGISTRATION NUMBER FORM**

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Contractor Name

Contractor Department of Industrial Relations Registration Number:

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX “C”

PUBLIC IMPROVEMENT PROJECT SIGN

PUBLIC IMPROVEMENT PROJECT SIGN



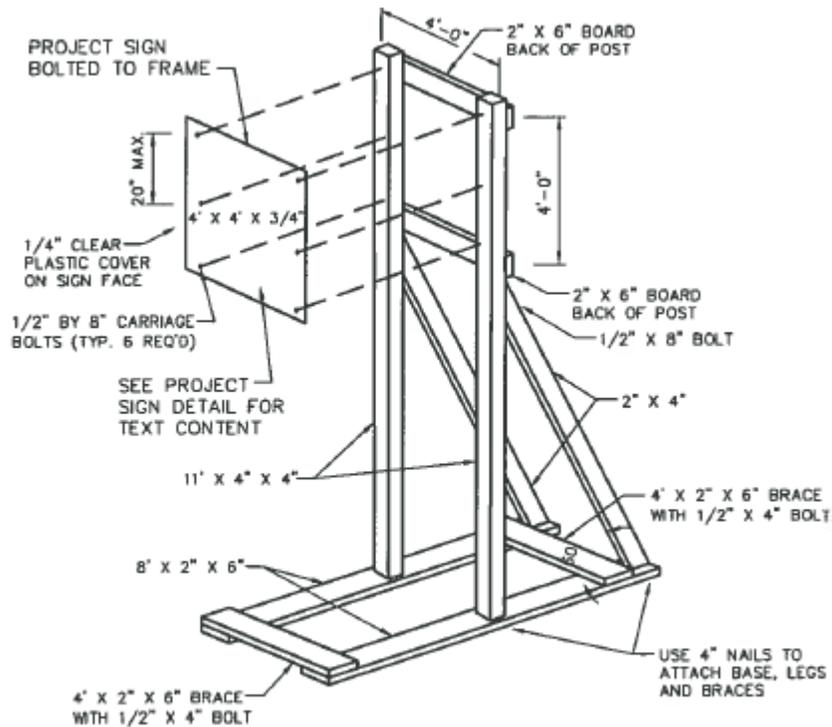
YOUR TAX DOLLARS AT WORK
FY 2018/2019 i-PARK SYSTEM IMPLEMENTATION PROJECT
CIP NO. 2018-07

CITY OF HUNTINGTON PARK CITY COUNCIL
JHONNY PINEDA – MAYOR
KARINA MACIAS – VICE MAYOR
GRACIELA ORTIZ – COUNCIL MEMBER
MARILYN SANABRIA - COUNCIL MEMBER
MANUEL “MANNY” AVILA - COUNCIL MEMBER

CONSTRUCTION MANAGEMENT: INFRASTRUCTURE ENGINEERS
626-554-0400
START DATE: MARCH 2019
ESTIMATED COMPLETION DATE: JUNE 2019

NOTES:

- Sign Size: 4 feet X 4 feet
- Sign Material: Anti-graffity, Diamond Grade
- Sign Color: Blue, Accent 1, 60% Lighter
- Lettering Color: Blue
- Border Color: Dark Blue



Engineering Estimate

Client: **City of Huntington Park**
 Project: Downtown Huntington Park "i-Park" System Implementation
 Design Phase



Date: 1/28/2019
 Project No. 6900.12
 Submittal: 100%
 Prepared by: SM
 Checked by: YR

Base Bid

ITEM NO	ITEM	UNIT	Quantity	UNIT PRICE	TOTAL AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	\$15,756.00	\$ 15,756.00
2	Traffic Control	LS	1	\$1,000.00	\$ 1,000.00
3	Furnish and Install Surface Mounted Solar Powered Sensor	EA	1,019	\$250.00	\$ 254,750.00
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	18	\$1,800.00	\$ 32,400.00
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement	EA	7	\$5,000.00	\$ 35,000.00
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil	EA	15	\$4,500.00	\$ 67,500.00
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk	EA	7	\$5,500.00	\$ 38,500.00
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers	EA	6	\$7,000.00	\$ 42,000.00
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil	EA	3	\$6,500.00	\$ 19,500.00
10	Furnish and Install Bike Racks	EA	10	\$600.00	\$ 6,000.00
11	Furnish and Install Bike Lockers	EA	6	\$2,100.00	\$ 12,600.00
12	Install Public Improvement Project Sign	EA	2	\$750.00	\$ 1,500.00
13	Furnish and Install Wayfinding Sign	EA	7	\$1,350.00	\$ 9,450.00
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit	EA	4	\$750.00	\$ 3,000.00
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances	LS	1	\$2,000.00	\$ 2,000.00
16	Remove Existing Posts	EA	7	\$200.00	\$ 1,400.00
17	Furnish and Construct Concrete Bollard	EA	18	\$450.00	\$ 8,100.00
18	Install New 1.5" Conduit with Directional Boring	LF	3,100	\$25.00	\$ 77,500.00
Construction Total Base Bid					\$627,956
Contingencies @ 10%					\$62,796
Total Project					\$690,752



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 19, 2019

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 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF CAPITAL IMPROVEMENT PROJECT (CIP) 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION PROJECT (CALL FOR PROJECTS ID# F7702)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize Infrastructure Engineers under the currently approved Augmentation Contract to proceed with the construction management and inspection (CM) services of CIP 2018-07 Downtown Huntington Park i-Park System Implementation Project (Call for Projects ID# F7702) for a not-to-exceed fee of 7% based on construction bids; and
2. Authorize the City Manager or designee to execute the Request for Services (RFS); or
3. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to perform CM services and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 20, 2018, the City Council awarded the Project design to Infrastructure Engineers (IE). IE's design focuses on the existing T2 System pay station equipment located on Pacific Boulevard and the ability to integrate a mobile pay application. IE contacted T2 Systems and became familiar with the software contained in the parking meters. The system incorporates an App that assists patrons with finding available public parking spaces along Pacific Boulevard and provides patrons with the opportunity to pay for parking utilizing their smart electronic devices. The design also addresses the addition of sensors, changeable message and wayfinding parking signs, bike racks and lockers

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF CAPITAL IMPROVEMENT PROJECT (CIP) 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION PROJECT (CALL FOR PROJECTS ID# F7702)

February 19, 2019

Page 2 of 3

that will improve bicycle access points to key City destinations and allow motorists to find parking spaces in the downtown business district.

The Project requires CM services to coordinate the effort of inspection, provide project oversight, public outreach and labor compliance. CM services are the overall planning, coordination, and control of a project from beginning to completion. Staff initiated an RFS from IE under the currently approved augmentation contract to oversee the construction of the Project. Staff seeks City Council direction to determine if additional solicitation is warranted for CM services. If so, staff will publish a formal RFP and solicit proposals from qualified firms to provide CM services for the Project.

The following tentative schedule has been identified for the bid process:

NIB issued and posted:	February 22, 2019
Deadline for receipt of bids:	March 18, 2019
Contract awarded by City Council:	April 2, 2019

LEGAL REQUIREMENT

The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid.

The City Council at its discretion may direct staff to publish an RFP in solicitation of the most capable firm that will perform CM services. Qualifications-Based Selection (QBS) would be utilized in the procurement of engineering services. The use of QBS ensures that highly technical engineering services are obtained from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

FISCAL IMPACT/FINANCING

The current engineer's estimate is \$690,752, which includes a 10% contingency. Based on the engineer's estimate, IE will provide CM services for approximately \$60,000, which is within the program budget. Once construction bids are obtained and staff reviews the bids for compliance with the NIB and determines the most responsive and responsible bidder, IE will submit the formal RFS for a not-to-exceed fee of 7% based on the average of the three lowest construction bids for City Council's concurrence. Staff will provide an account number associated with the CM portion of the project at the future City Council meeting when the construction contract is to be awarded.

If the direction of City Council is to release an RFP and solicit proposals for CM services, staff will come back at a future City Council meeting requesting approval of the award of the contract. The following is a timeline to release the RFP and award the CM phase of the project:

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF CAPITAL IMPROVEMENT PROJECT (CIP) 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION PROJECT (CALL FOR PROJECTS ID# F7702)

February 19, 2019

Page 3 of 3

RFP Schedule	
Description of Item	Date
Draft RFP	February 25, 2019
Release and publish RFP	March 1, 2019
RFP due date	March 25, 2019
Review and score RFP	April 1, 2019
Award RFP	April 16, 2019

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. Draft Infrastructure Engineers' Request for Services

ATTACHMENT "A"

REQUEST FOR SERVICES

City of Huntington Park

TO: Daniel Hernandez, Director of Public Works
DATE: February 13, 2019
FROM: Steve Forster, Senior Vice President
SUBJECT: **i-Park System Implementation**
Construction Management and Inspection and Labor Compliance

Acct. No.: _____

Type of Project: Public Works Community Development Traffic Park and Rec.

Description of Request: _____ Construction Management, inspection services and labor compliance during the construction phase of the project.

Infrastructure Engineers' scope of services will include the following:

Construction Management and Inspection Construction Manager will review contractor submittals to ensure they meet the specifications as advertised. Review change orders to validate the change orders and cost is the agreed scope of work to take place. Attend construction update meetings with the City and contractor during construction. Inspection services will include daily field inspection, preparation of daily and weekly reports, and coordinate soil and material testing services as needed. Attend project update meetings with the City, Construction Manager and Contractor during construction.

Labor Compliance Manage, Prepare and distribute necessary labor compliance documents related to project:

- Prepare necessary documentation to be distributed at "Preconstruction" meeting (i.e., current wage determination, labor posters, agendas, forms, etc.)
- Attend and conduct "Preconstruction" meetings with property owner, contractor, and sub-contractors to go over labor compliance regulations
- Verify Sam Registration, Public Works Contractor (PWC) Registration and Contractors State License Board (CSLB) Registration, DUNS Number, City Required Insurance and City Business License for both prime contractor and all sub-contractors
- Determine appropriate wage determinations and trade classifications
- Maintain updates on labor compliance regulations throughout the project

- Receive, review and maintain Certified Payroll records and related documents to assure compliance with prevailing wage laws
- Review invoices submitted by contractor and ensure all documentation has been received and work completed before authorizing payment
- Identify potential labor compliance claim issues before they arise and investigate probable violations and complaints of underpayment
- Verify the registration of apprentices in the craft or trade being performed

Infrastructure Engineers fee for above services is identified in the table below:

TASK	DESCRIPTION	COST
1	Construction Management and Inspection (7%)	\$48,350
2	Labor Compliance	\$20,730
	TOTAL	\$69,080

This RFS is for the above tasks 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 for City's approval.

To be completed by Infrastructure Engineers:

Project Number: _____
 Projected Date of Completion: Three (3) months after RFS approval
 Project Manager: Farzad Dorrani, MS
 Estimated Cost of Services: \$69,080



 Steve Forster, Senior Vice President

 02/13/2019
 Date

APPROVED TO PROCEED:

 Ricardo Reyes, City Manager

 Date

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



February 19, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE ANNUAL SIDEWALK TRIP HAZARD REMEDIATION - CIP NO. 2018-09

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve award of PSA to Precision Concrete Cutting (PCC) for the Annual Sidewalk Trip Hazard Remediation CIP No. 2018-09 for a not-to-exceed amount of \$245,000 for FY 2018-19 and a not-to-exceed amount of \$100,000 for FYs 2019-20 and 2020-21; and
2. Authorize City Manager to execute a three (3) year agreement with the possibility of two (2), one-year extensions for a not-to-exceed total of five (5) years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Americans with Disabilities Act (ADA) of 1990 defines a 'trip hazard' as any vertical change of over a quarter of an inch ($\frac{1}{4}$ ") or more at any joint or crack. Since the ADA demands strict compliance, trip hazards represent a legal liability to the City. Staff evaluated three distinct techniques for repairing damaged sidewalk and are summarized as followed:

1. Completely dig out the damages sidewalk slabs and add new concrete.
 - a. The entire effected area is removed to bare ground, surface is leveled, and new concrete slabs are poured. This removal usually includes the two peaked/uplifted slabs and the surrounding slabs.
 - b. Pros:
 - i. Eliminates the hazard
 - ii. Allow workers to fix problems under the concrete
 - iii. New concrete is poured
 - c. Cons:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE ANNUAL SIDEWALK TRIP HAZARD REMEDIATION - CIP NO. 2018-09

February 19, 2019

Page 2 of 5

- i. Time Consuming
 - ii. Pricey
 - iii. Shuts down sidewalk until concrete cures
 2. Use a Scarifier to level the slabs without removal.
 - a. Just the trip hazard is removed using a Scarifier, which grinds the sidewalk. The effected slabs are kept and are left with a textured, non-slip surface.
 - b. Pros:
 - i. Eliminates the hazard
 - ii. Quick, Long lasting fix
 - iii. Cost Effective
 - iv. Dust control must be utilized with Sacrifier
 - c. Cons:
 - i. Workers cannot fix problems under the concrete
 - ii. Leaves the surface unappealing (exposed aggregate/rock)
 3. Use of a horizontal saw cutting technique that guarantee's a planar surface after cutting.
 - a. The finished result has a smooth uniform appearance and texture and leaves a zero point of differential between the two concrete sidewalk slabs.
 - b. Pros:
 - i. Eliminates the hazard
 - ii. Quick, Long lasting fix
 - iii. Cost Effective
 - iv. Proposed method leaves the surface with a smooth finish and esthetic appearance.
 - v. Contractor must use a dust abatement system that limits the dust emitted from the saw cutting.
 - c. Cons:
 - i. Workers cannot fix problems under the concrete

City staff's recommendation was to utilize option number three above as the preferred method to repairing trip hazards. On May 2, 2017, the City Council authorized the trip hazard repair pilot program that would utilize proprietary technology and equipment to survey and make the necessary sidewalk repairs without having to remove and replace the concrete sidewalk panels. The survey program focused on eliminating sidewalk tripping hazards between a quarter of an inch ($\frac{1}{4}$ ") and two inches (2") by applying a horizontal cutting method that eliminates the lifted portion of the sidewalk. Each identified offset was tapered according to ADA specifications and the finished sidewalk contained a smooth, uniform appearance and texture. The survey identified trip hazards throughout the City and divided the City into five separate regional boundaries.

At the August 15, 2017 City Council meeting, staff informed the City Council of the need to mitigate additional sidewalk trip hazards in the public right-of-way due in part to parkway trees lifting and damaging the aging sidewalk infrastructure.

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE ANNUAL SIDEWALK TRIP HAZARD REMEDIATION - CIP NO. 2018-09

February 19, 2019

Page 3 of 5

At the October 2, 2018 City Council meeting, staff was given direction to publish a Request for Proposal (RFP) to solicit qualified construction companies to address some of the City's trip hazard needs. Staff released a formal RFP on November 8, 2018, with a submission deadline of December 6, 2018. The RFP was posted on the City's website and there were over 15 professional firms and e-bid board companies that viewed and further distributed the RFP.

The City received three (3) proposals. CT&T Concrete Paving, Inc.'s proposal did not meet the criteria set forth in the RFP since their proposed method was to remove and replace trip hazard (option 1 above). Therefore, only BPR, Inc.'s and Precision Concrete Cutting's proposals were evaluated based on the criteria stated in the RFP, which included experience, years of service, process, techniques, equipment, availability, timing, cost of service, warranty, guarantee to achieve repairs following the City's requirements, and references. City staff performed its due diligence and contacted the references provided by each of the firms that submitted proposals. Additionally, City staff conducted an independent analysis and researched other public agencies that utilized the services.

Questions asked of the references included:

- What kind of work did the contractor do for you?
- Did you have a clear idea of what the contractor was going to do?
- Did they show up on time?
- Was it the same or difference crew members performing the work?
- Did you get the results you expected?
- Did the contractor stay on schedule?
- Would you hire this contractor again?

Below is the cost per inch-foot as required in the RFP.

Company Name	Location	Cost Inch-Foot	Square-Foot
BPR, Inc.	Port Hueneme, CA	\$15.37	
Precision Concrete Cutting	Chino Hill, CA	\$24.50	
CT&T Concrete Paving, Inc.	Diamond Bar, CA		\$14.00

Although BPR's unit cost is less than PCC's proposed cost, based on the analysis and research, staff concludes that PCC provides the most responsive proposal, and its operations employ technology that will assist the City in creating GIS layers to further enhance, update and inventory the infrastructure. BPR's methods are most similar to concrete grinders and scabblers, which are a less effective option than PCC's method. Grinders are also unable to reach the edges of the sidewalk or grind the sidewalk level with the next concrete panel, so the trip hazard often remains.

PCC's operations eliminate the need for concrete demolition, form setup and removal or pouring and curing new concrete with compared with CT&T Concrete Paving, Inc.'s preferred trip hazard elimination method. PCC's patented equipment is less labor-

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE ANNUAL SIDEWALK TRIP HAZARD REMEDIATION - CIP NO. 2018-09

February 19, 2019

Page 4 of 5

intensive and mitigates the potential blocking of driveway entrances, access pathways or ADA wheelchair ramps while the work is completed. PCC developed its own innovative horizontal cutting machine, which is designed for quick and efficient concrete cutting. The horizontal saw eliminates the need to remove and replace the entire sidewalk by cutting the concrete at variable angles. The savings in time, labor and materials by using PCC's horizontal concrete saw over traditional methods are quite significant.

Considering the aforementioned, staff recommends the execution of a professional services agreement with PCC for the Annual Sidewalk Trip Hazard Remediation CIP 2018-09 for a not-to-exceed amount of \$245,000 for FY 2018-19 and a not-to-exceed amount of \$100,000 in FYs 2019-20 and 2020-21. This agreement would be for a three (3) year term, with the possibility of two (2), one-year extensions for a not-to-exceed total of five (5) years.

LEGAL REQUIREMENT

California Streets and Highways Code Section 5610 holds property owners responsible for the maintenance of sidewalks fronting their property. City staff defines a sidewalk as defective when in the judgment of the City Engineer, the vertical or horizontal line or grade is altered or displaced, or such other condition that interferes with the public convenience in the use of the sidewalk.

Public agencies are not required to report maintenance projects and emergency work to the Department of Industrial Relations (DIR). Contractors on maintenance projects that are part of public works projects are required to continue paying prevailing wages, though are not required to register with the DIR.

The City Attorney's Office has reviewed the documentation relating to this project and consulted with City staff, and determined that the work contemplated by this project qualifies as "maintenance work" defined pursuant to California Public Contract Code Section 22002(d). "Maintenance work" is not considered a "public project" under the California Public Contract Code. Because the City's project is not considered a "public project" under the California Public Contract Code, the project is not subject to the bidding requirements of the California Public Contract Code. As a result, the award of a contract for this project should be considered as an award for professional services. Consistent with the City's procurement ordinance, the City should award the contract to the entity that will provide the best possible service to the City for the best value. Based on the information provided to the City Attorney's Office from Public Works staff, the City can decide that PCC is considered the firm that will provide the most responsive service.

FISCAL IMPACT/FINANCING

Funding for the Trip Hazard Repair Program was approved in the City's FY 2018-19 Adopted Budget in account no. 221-4010-431.73-10 and the proposed cost is within the department's budget. The not-to-exceed amounts of \$100,000 per year in Fiscal Years 2019-20 and 2020-21 for the repairs of sidewalks will be included in the respective annual budgets and is consistent with historical allotments.

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE ANNUAL SIDEWALK TRIP HAZARD REMEDIATION - CIP NO. 2018-09

February 19, 2019

Page 5 of 5

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Proposals
- B. Scope of Service
- C. Draft Professional Services Agreement

ATTACHMENT "A"

Precision Concrete Cutting Proposal



Annual Sidewalk Trip Hazard Remediation (CIP NO. 2018-2019):

Presented to: CITY OF HUNTINGTON PARK
December 5th 2018

CONTACT: DANIEL HERNANDEZ

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INTRO LETTER

Dear Mr. Hernandez,

From 2007, Precision Concrete Cutting (PCC) of Southern California worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single safety incident. This experience has granted us the unique opportunity to fully recognize what it is like to work in the City of Compton and interact with the community. Ron Durna was the foreman during this time and will be the Project Manager if award the RFQ. PCC can meet all the contract requirements and specifications outlined in the RFQ for Sidewalk Trip Hazard Remediation.

Precision Concrete Cutting of Southern California has been operating for more than 12 years. Its Senior Management is based here in Southern California, possessing a combination of 30+ years in service, project implementation, and business management on an executive level. In its operating years, Precision Concrete Cutting has led the company to build a clientele of over 500 and completing more than 1000 projects repairing trip and fall hazards.

The management team is complemented by an elite team of professional repair and survey technicians, who work in crews to inspect and repair sidewalks. In their artisan roles, each must achieve an immense level of craftsmanship, perform consistently at a physical demanding level, all while being meticulous in calculating and recording repair specifications. In addition, each technician provides a courteous, pleasant interface with members of business and residential communities they meet in their day-to-day activities -- to deliver the results expected by clients.

If awarded the contract for RFQ Sidewalk Trip Hazard Remediation, Precision Concrete Cutting will deploy personnel who are experienced in operating with cities of all magnitudes. Their experience will enable a swift yet efficient start for the service delivery of this contract.

The team members assigned and responsible for the City of Huntington Park projects, have many years of experience working in the area, along with other municipalities ranging from state capitals to small towns. Each technician is experienced in collaborating on projects as complex as: light rail train systems, city hazards, elevation correction per drainage issue and/ or repairing decades of work order backlogs for municipal clients. They are trained in the consideration of how to operate in sensitive business districts, pedestrian/resident inquiries, and customer communications.

Our experience and delivery of end-to-end sidewalk inspection and repair services has resulted in multi-year agreements with large municipal customers, universities, housing authorities, property management firms and private companies.

Should the City choose Precision Concrete Cutting, we promise to continue our commitment to excellence and quality. We will deploy only our most experienced and skilled technicians. As our track record has proven, we promise to provide the citizens of Compton with the quality of service that they have grown to expect.



ABOUT PRECISION CONCRETE CUTTING

PCC is the leader in uneven sidewalk repair



- Founded in 1992, branches throughout the US
- Developed a process to overcome the limitations and poor results from other methods
- Awarded 5 patents by the US patent and trademark office
- PCC offers this services throughout the US and Canada
- Working with 100s of cities, counties, and property managers throughout California



WHAT WE DO

We help cities keep their sidewalks safe, accessible, and ADA compliant while managing tight budgets.

- Sidewalk safety, accessibility, and risk management are top priorities because of recent national and state court rulings.
- The question for City Managers is how to manage sidewalk maintenance and risk within the constraints of your budgets.



OUR SOLUTION

We offer the most cost effective solution for maintaining your sidewalks.

Provide comprehensive Sidewalk Assessment Surveys using our specialized GPS survey software to identify the problem and provide an in-depth report and recommendations.

Offer a unique Uneven Sidewalk Repair service that stretches your budget, meets your ADA requirements, and removes your risk of liability.

Offer a city wide Sidewalk Repair and Maintenance Programs tailored to your needs and budget constraints.



COMPREHENSIVE SIDEWALK SURVEYS

City of Commerce inspection report

Map of hazard location Emil Avenue

City of Commerce City Manager-Public Works 1255 Commerce Way Commerce, CA 92624 PH: (951) 224-8881												Sidewalk Inspection Report Matrix City of Commerce - Zone 247 Emil Avenue Total Sq. Ft. 1545												Precision Concrete Cutting 13025 Fashion Dr #C215 Dallas, TX 75245		
No	Street Address	Signage/Access	Signage/HTO	Location/Description	Ins #/Date	CONDITION					RECOMMENDED REPAIR					VISUAL	LAT	LONG								
						Crack I	Crack II	Spall	Delam	Other	Repa	Repa	Repa	Repa	Repa				Repa							
1	Emil Avenue	Watchdog	Gage	6354 E. Emil Ave.	2016-08-23	0.30	0.38	4																		
2	Emil Avenue	Watchdog	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	5																		
3	Emil Avenue	Watchdog	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	4																		
4	Emil Avenue	Watchdog	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	4																		
5	Emil Avenue	Watchdog	Gage	A- 6347 E. Emil Ave.	2016-08-23	0.30	0.25	4																		
6	Emil Avenue	Watchdog	Gage	A- 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4																		
7	Emil Avenue	Watchdog	Gage	A- 6347 E. Emil Ave.	2016-08-23	0.48	0.25	4																		
8	Emil Avenue	Watchdog	Gage	A- 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4																		
9	Emil Avenue	Watchdog	Gage	A- 6335 Emil Ave.	2016-08-23	0	0	0																		
10	Emil Avenue	Watchdog	Gage	A- 6327 Emil Ave.	2016-08-23	0.5	0.25	4																		
11	Emil Avenue	Watchdog	Gage	A- 6327 Emil Ave.	2016-08-23	1.13	0.25	4																		
12	Emil Avenue	Watchdog	Gage	6318 E. Emil Ave.	2016-08-23	1.30	0.25	4																		
13	Emil Avenue	Watchdog	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	4																		
14	Emil Avenue	Watchdog	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	3																		
15	Emil Avenue	Watchdog	Gage	6304 E. Emil Ave.	2016-08-23	0.30	0.25	3																		
16	Emil Avenue	Watchdog	Gage	6295 W. Emil Ave.	2016-08-23	1.5	0.38	4																		
17	Emil Avenue	Watchdog	Gage	6295 W. Emil Ave.	2016-08-23	0.88	0.38	4																		
18	Emil Avenue	Watchdog	Gage	6295 W. Emil Ave.	2016-08-23	0.88	0.38	4																		
19	Emil Avenue	Watchdog	Gage	6295 W. Emil Ave.	2016-08-23	0.50	0.5	5																		
20	Emil Avenue	Watchdog	Gage	6295 W. Emil Ave.	2016-08-23	0.50	0.5	5																		
21	Emil Avenue	Watchdog	Gage	6295 W. Emil Ave.	2016-08-23	0.5	0.5	4																		
22	Emil Avenue	Watchdog	Gage	6229 W. Emil Ave.	2016-08-23	0.38	0.25	4																		
23	Emil Avenue	Watchdog	Gage	6225 W. Emil Ave.	2016-08-23	0	0	0																		
24	Emil Avenue	Watchdog	Gage	6281 W. Emil Ave.	2016-08-23	0.75	0.25	4																		
25	Emil Avenue	Watchdog	Gage	6281 W. Emil Ave.	2016-08-23	0	0	0																		
26	Emil Avenue	Watchdog	Gage	6281 W. Emil Ave.	2016-08-23	0.5	0.25	4																		
27	Emil Avenue	Watchdog	Gage	6225 W. Emil Ave.	2016-08-23	0.50	0.38	4																		
28	Emil Avenue	Watchdog	Gage	6225 W. Emil Ave.	2016-08-23	0.5	0.5	4																		
29	Emil Avenue	Watchdog	Gage	6229 W. Emil Ave.	2016-08-23	0.38	0.25	4																		
30	Emil Avenue	Watchdog	Gage	6229 W. Emil Ave.	2016-08-23	0.5	0.38	4																		
31	Emil Avenue	Watchdog	Gage	6229 W. Emil Ave.	2016-08-23	1.24	0.5	4																		
32	Emil Avenue	Watchdog	Gage	6227 W. Emil Ave.	2016-08-23	0.75	0.38	4																		
33	Emil Avenue	Watchdog	Gage	6227 W. Emil Ave.	2016-08-23	1.43	0.25	4																		
34	Emil Avenue	Watchdog	Gage	6227 W. Emil Ave.	2016-08-23	1.43	0.25	4																		
35	Emil Avenue	Watchdog	Gage	6225 W. Emil Ave.	2016-08-23	0.88	0.25	4																		
36	Emil Avenue	Watchdog	Gage	6241 W. Emil Ave.	2016-08-23	0.75	0.38	4																		
37	Emil Avenue	Watchdog	Gage	6241 W. Emil Ave.	2016-08-23	1.30	0.5	4																		
38	Emil Avenue	Watchdog	Gage	6241 W. Emil Ave.	2016-08-23	0.38	0.25	4																		
39	Emil Avenue	Watchdog	Gage	6241 W. Emil Ave.	2016-08-23	0.38	0.25	4																		
40	Emil Avenue	Watchdog	Gage	6245 W. Emil Ave.	2016-08-23	0.43	0.25	4																		
41	Emil Avenue	Watchdog	Gage	6251 W. Emil Ave.	2016-08-23	0.5	0.25	4																		
42	Emil Avenue	Watchdog	Gage	6257 W. Emil Ave.	2016-08-23	0.5	0.38	4																		
43	Emil Avenue	Watchdog	Gage	6257 W. Emil Ave.	2016-08-23	0.5	0.25	4																		
44	Emil Avenue	Watchdog	Gage	6259 W. Emil Ave.	2016-08-23	0.5	0.25	4																		
45	Emil Avenue	Watchdog	Gage	6259 W. Emil Ave.	2016-08-23	1	0.5	4																		
46	Emil Avenue	Watchdog	Gage	6255 W. Emil Ave.	2016-08-23	1	0.5	4																		
47	Emil Avenue	Watchdog	Gage	6267 W. Emil Ave.	2016-08-23	0.38	0	4																		
48	Emil Avenue	Watchdog	Gage	6267 W. Emil Ave.	2016-08-23	0.38	0	4																		
49	Emil Avenue	Watchdog	Gage	6267 W. Emil Ave.	2016-08-23	1	0.58	4																		
Cell Totals								195			3	46			1545											



LEADING UNEVEN SIDEWALK REPAIR

The benefits of our service include

- Substantial budget savings over other methods
- Guaranteed ADA and OSHA Compliance
- Reduced liability risk
- A clean, attractive finish
- Quick removal with little disruption in service
- Safe and longer lasting sidewalks
- Satisfied community members



WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Difficult to comply with the ADA slope requirements
- Hard to use on larger trip hazards (over 1 inch)
- Unable to remove hazards next to objects
- Very slow process and generates lots of dust
- Has no cost advantage



LEADING UNEVEN SIDEWALK REPAIR

Rather than grind down trip hazards or replace the sidewalk, we cut trip hazards with precision diamond saws.

- **Proven patented diamond saw cutting method**
 - completely removes difference in vertical elevation of greater than 1/4 inch to 2 1/2 inches between panels. Saves more sidewalk.
- **Superior results compared to unsightly grinding and asphalt patching**
 - Lower Risk through full compliance with ADA and OSHA requirements.
 - Aesthetics more correct for city residents & visitors, no ugly grinds or asphalt ramps.
- **Remove sidewalk hazards quickly, with little disruption of foot traffic**
 - up to 150 repairs per day.



PRECISION CONCRETE CUTTING REPAIRS



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PRECISION CONCRETE CUTTING REPAIRS



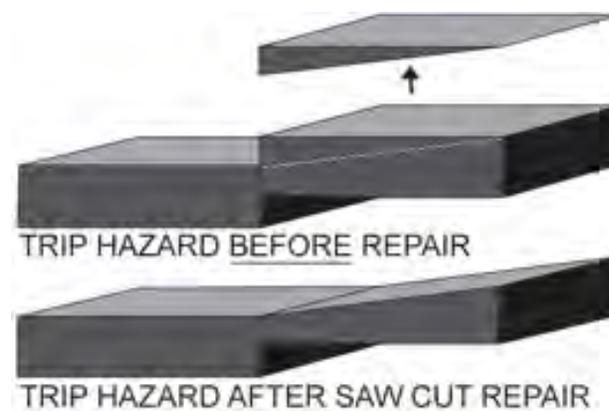
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PRECISION CONCRETE CUTTING DIFFERENCE

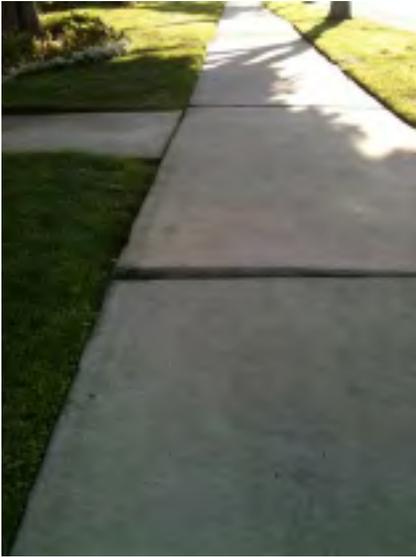
REPAIR SPECIFICATIONS

1. Hazards removed from the full length of the panel (full edge-to-edge repair).
2. Sidewalks repaired at a slope of 1:8, in compliance with ADA requirements.
3. Handicap ramps or special areas repaired at a slope of 1:12, in compliance with ADA requirements.
4. Debris from repaired areas collected and removed.
5. A dust abatement system used during all repair operations.
6. The repaired areas are smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.
7. A detailed, audit-able invoice is presented for every repair.



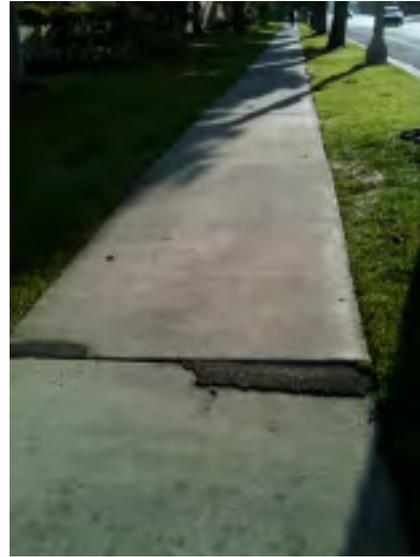
CURRENT REPLACEMENT REPAIR METHOD

Coverage Limited by Budget Allocation



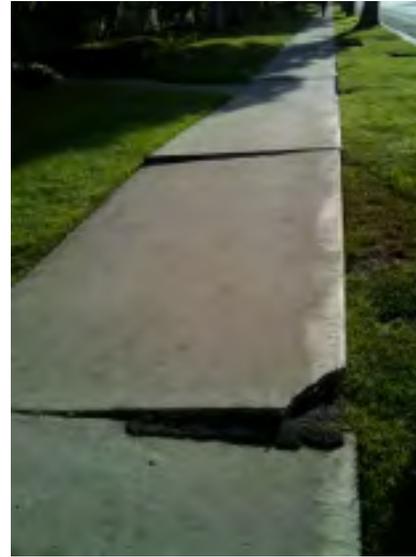
1/2 to 1 inch high
Asphalt Ramp or Grind

\$25 - \$50 per
location



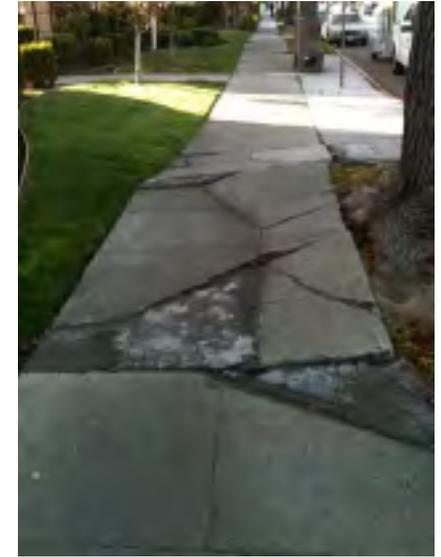
1 to 1 1/2 Inches High
Replace

**\$3,000 - \$5,000 per
location**



1 1/2 to 2 Inches High
Replace

**\$3,000 - \$5,000 per
location**



Above 2 Inches High
Replace

**\$3,000 - \$5,000 per
location**

\$\$\$ BUDGET & TIME INTENSIVE - \$\$\$ LIABILITY RISK



STRETCH YOUR BUDGET

Precision Saw Cutting can repair more at a fraction of the cost of replacement



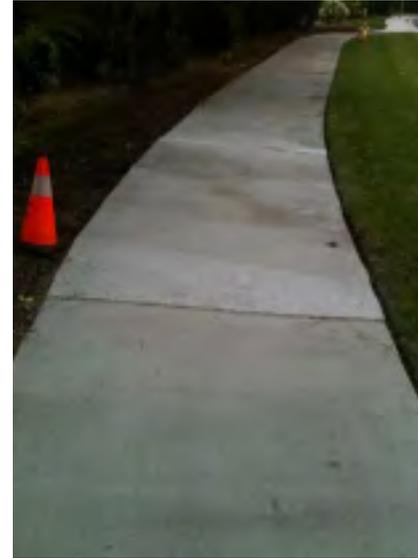
1/2 to 1 inch high
Repair by Precision Saw
Cutting

\$25 - \$50 per
location



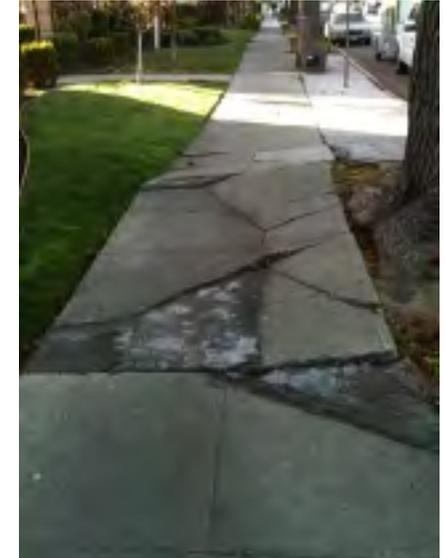
1 to 1 1/2 Inches High
Repair by Precision
Saw Cutting

\$50 - \$100 per
location



1 1/2 to 2 Inches High
Repair by Precision
Saw Cutting

\$100 - \$200 per
location



Above 2 Inches High
Replace
Temporary Asphalt

**\$3,000 - \$7,000
per location**

REPAIR MORE SIDEWALK & REMOVE LIABILITY



PRECISION SAW CUTTING SOLUTION

80% of problems addressed by low cost saw cutting ~ \$25 - \$200 per location

Precision Saw Cutting sidewalk panels for changes in elevations up to 2 1/2 inches high

- Repair 10 times as much sidewalk as removal and replacement
- Better use of city assets, save more of the sidewalk

20% addressed by higher cost replacement ~ \$3000 - \$5000 per location

- Replace sidewalk panels with changes in elevation between panels above 2 1/2 inches
- Saves budget for more repairs of severe problems
- Only replace when absolutely necessary



MAINTENANCE & RISK MANAGEMENT PROGRAM

Proposed Annual Sidewalk Maintenance Program

- **Sidewalk Survey**

- Annual, bi-annual, quarterly inspection
- Specify problems and recommended actions to be taken.
- Prioritize the areas and problems to be resolved
- Size and severity of hazards, high traffic areas
- Identify repairs to be accomplished by saw cutting
- Recommend areas to be demolished and replaced

- **Remove the existing trip hazards by Saw Cutting up to 2 1/2 inches in height**

- Fixed budget “not to exceed” per month, quarter, year
- Quickly reduces Liability Risk
- Lowest overall cost
- Minimizes the amount of costly replacement
- Maximizing the useful life of the existing sidewalk
- Maximize the amount of sidewalk restored
- Stretching budget dollars over more miles of sidewalk

- **Remove and Replace areas not recommended for saw cutting**

- Maximizes the repair of locations that truly needs to be replaced



CASE STUDY: WESTWOOD VILLAGE

- **Removed 496 sidewalks trip hazards of the 615 existing trip hazards identified**

- completely removed difference in vertical elevation of 1/2 inch to 2 1/2 inches between panels
- recommended only 91 areas for removal and replacement

- **Project completed quickly, with little disruption of foot traffic**

- only 30 days to complete, work completed in non-peak hours

- **Substantial budget savings**

- Save more than \$107,000 in demolition and replacement costs
- extended the useful life of existing sidewalks for many years

- **Superior results compared to grinding and asphalt patching**

- In full compliance with ADA and OSHA requirements.
- aesthetics more correct for Westwood Village, no ugly grinds and less asphalt ramps

- 80% of problems addressed by low cost methods - \$25 -\$300 per location
- 20% addressed by high cost methods - \$3000-\$5000 per location



OUR SURVEYS

CITYWIDE SIDEWALK ASSESSMENT

- Inspection of sidewalks within the public right-of-way, commercial/residential driveway approach.
- Scope of Work as agreed by City and Precision Concrete Cutting (PCC).
- Risk factors & distress items are collected over a period as agreed by the City and PCC.
- All data is recorded in the Sidewalk Assessment Report as agreed by the City and PCC.
- Data summarized by street segments and itemized by physical address, GPS location, the size of the “Hazard”, the severity of the hazard (amount of risk) and “Condition” (type of repair).
- Recommended action provided for each location including repair method.
- Maps are created by street segment that display the itemized hazard location color coded by priority as Less Severe (yellow), Severe (orange), and Most Severe (red).
- Photographs can be taken of damaged areas as agreed by the CITY and PCC.



SIDEWALK ASSESSMENT SURVEYS

APPROACH

- Simple and fast
- Survey resources will include experienced surveyors/data collectors,
- Specialized data collection and GPS mapping program
- Data processing technicians
- Scope of Work customized to meet City requirements



CITYWIDE SIDEWALK ASSESSMENT

FOCUS ON THE FOLLOWING AREAS OF SIDEWALK MAINTENANCE

SIDEWALK CONDITION

Sidewalk condition is a measurement of physical distresses such as spall surfaces, cracks, heaving, and settling. Spalling is the result of environmental exposure of inferior workmanship or materials. Cracking is a sign of premature failure that is often the result of excessive loads from heavy construction equipment, settling due to poor trench compaction or heaving caused by tree roots.

SIDEWALK TRIP HAZARDS

Trip hazards are vertical faces that present the opportunity for the unaware or impaired person to catch their toe. The trip faces that are between 1/2" and 2" are considered more dangerous than larger separations. Trips are often repaired one of two ways: trips under 2 " inches in height are cut off and feathered back at ADA standards, larger trips are totally removed and replaced with new concrete.



CITYWIDE SIDEWALK ASSESSMENT

Sidewalk Trip Hazards.

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We have grouped the surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small) Above 1/4" high to 1/2"

Severe (medium) 5/8" high to 1"

Most Severe (large) Above 1" high to 2 1/2"

We recommend the repair of trip hazards by saw cutting for all hazards 3/8" to 2 "" high to save cost and extend the useful life of the existing sidewalk. Larger trips (above 2 "") and are best resolved by the removal and replacement of the entire panel. The cutting of individual trip hazards can be scheduled to incrementally address the most hazardous areas first. The "remove and rep



EXAMPLE: SIDEWALK ASSESSMENT MATRIX

City of Commerce City Manager-Public Works 2555 Commerce Way Commerce, CA 90040 Ph: (971) 722-4888		Sidewalk Inspection Report Matrix City of Commerce - Zone 247 Emil Avenue															Precision Concrete Cutting 13085 Peyton Dr #C235 Chino Hills, Ca 91708				
LOCATION SPECIFICS					CONDITION										RECOMMENDED REPAIR				VISUAL	LAT	LONG
No	Street/Avn	Segment From	Segment To	Location/Description	Ins #/Date	Height 1	Height 2	Displ. Panel	Spall	Joint	Crack	Type	Patch Fill	Replaces	Color	Panel Width	Length (L/F)	sq. FT	Image		
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	A							X	4	12	48	Hazard 1	33.9730938	-118.14048
2	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	5							X	4	5	20	Hazard 2	33.9737816	-118.14048
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	A							X	4	5	20	Hazard 3	33.9758121	-118.14047
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	A							X	4	5	20	Hazard 4	33.9730265	-118.14047
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	A							X	4	5	20	Hazard 5	33.9739789	-118.1404
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	A							X	4	5	20	Hazard 6	33.9739999	-118.14039
7	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.63	0.25	A							X	4	5	20	Hazard 7	33.9740371	-118.14037
8	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	A							X	4	5	20	Hazard 8	33.9740372	-118.14039
9	Emil Avenue	Watcher	Gage	AF 6335 Emil Ave.	2016-08-23	0	0	D						X	4	40	160	Hazard 9	33.9742546	-118.14025	
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	A							X	4	5	20	Hazard 10	33.9744272	-118.14018
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	A							X	4	5	20	Hazard 11	33.9744415	-118.1402
12	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	1.38	0.25	A							X	4	5	20	Hazard 12	33.9745331	-118.1401
13	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	A							X	4	5	20	Hazard 13	33.9745789	-118.14008
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	9							X	5	10	50	Hazard 14	33.975071	-118.13987
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	9							X	5	15	135	Hazard 15	33.9709565	-118.13982
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	1.5	0.38	A							X	4	5	20	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	A							X	4	5	20	Hazard 17	33.9758947	-118.13932
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	A							X	4	5	20	Hazard 18	33.9750216	-118.13941
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	A							X	4	5	20	Hazard 19	33.9758911	-118.1394
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	5							X	4	5	20	Hazard 20	33.9758224	-118.13946
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.5	0.13	A							X	4	5	20	Hazard 21	33.9757057	-118.13947
22	Emil Avenue	Watcher	Gage	6210 W. Emil Ave.	2016-08-23	0.38	0.13	A							X	4	5	20	Hazard 22	33.9755325	-118.13958
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2016-08-23	0	0	D						X	4	32	128	Hazard 23	33.9754181	-118.13972	
24	Emil Avenue	Watcher	Gage	6281 W. Emil Ave.	2016-08-23	0.73	0.25	A							X	4	5	20	Hazard 24	33.9752693	-118.13984
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2016-08-23	0	0	D						X	4	26	104	Hazard 25	33.9749413	-118.14005	
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.25	A							X	4	5	20	Hazard 26	33.9746857	-118.14021
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.63	0.38	A							X	4	5	20	Hazard 27	33.9746628	-118.14021
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	A							X	4	5	20	Hazard 28	33.9746513	-118.14023
29	Emil Avenue	Watcher	Gage	6310 W. Emil Ave.	2016-08-23	0.38	0.13	A							X	4	5	20	Hazard 29	33.9746056	-118.14025
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	A							X	4	5	20	Hazard 30	33.9745216	-118.14031
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.23	0.5	A							X	4	5	20	Hazard 31	33.9744377	-118.14035
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	A							X	4	5	20	Hazard 32	33.9744148	-118.14034
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.75	A							X	4	5	20	Hazard 33	33.974411	-118.14037
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	A							X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	Gage	6355 W. Emil Ave.	2016-08-23	0.38	0.25	A							X	4	5	20	Hazard 35	33.9743576	-118.14043
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	A							X	4	5	20	Hazard 36	33.9741516	-118.14055
37	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	1.38	0.5	A							X	4	5	20	Hazard 37	33.974144	-118.14056
38	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.38	0.25	A							X	4	5	20	Hazard 38	33.9741287	-118.14056
39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	A							X	4	5	20	Hazard 39	33.9740715	-118.14055
40	Emil Avenue	Watcher	Gage	6345 W. Emil Ave.	2016-08-23	0.63	0.25	A							X	4	5	20	Hazard 40	33.9740219	-118.14063
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	A							X	4	5	20	Hazard 41	33.9738083	-118.1407
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.88	A							X	4	5	20	Hazard 42	33.9737167	-118.14072
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	A							X	4	5	20	Hazard 43	33.9736824	-118.14072
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	A							X	4	5	20	Hazard 44	33.9736481	-118.14072
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	-1	0	A							X	4	5	20	Hazard 45	33.9735847	-118.14072
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	-1	0.5	A							X	4	5	20	Hazard 46	33.9735718	-118.14071
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	A							X	4	5	20	Hazard 47	33.973484	-118.1407
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	B							X	4	10	40	Hazard 48	33.973465	-118.1407
49	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	-1	0.38	A							X	4	5	20	Hazard 49	33.9733845	-118.14075
Cell Totals															3	46		1545			



EXAMPLES: ITEMIZED MAPS OF GPS LOCATIONS

Map of hazard location Emil Avenue



EXAMPLES: ITEMIZED PICTURES OF LOCATIONS

		
<p>Hazard 1: 3900 Union Pacific Ave corner is asphalt</p>	<p>Hazard 2: 3900 Union Pacific Ave</p>	<p>Hazard 3: 3900 Union Pacific Ave</p>
		
<p>Hazard 4: 3900 Union Pacific Ave</p>	<p>Hazard 5: 3900 Union Pacific Ave</p>	<p>Hazard 6: 3900 Union Pacific Ave</p>
		
<p>Hazard 7: 3900 Union Pacific Ave by tree</p>	<p>Hazard 8: 3900 Union Pacific Ave by tree</p>	<p>Hazard 9: 3900 Union Pacific Ave by tree</p>
		
<p>Hazard 10: 3900 Union Pacific Ave</p>	<p>Hazard 11: 3900 Union Pacific Ave</p>	<p>Hazard 12: 3900 Union Pacific Ave</p>

PCC - Safe Sidewalks

SUMMARY

For changes in elevation of sidewalk panels range between 1/4 inch and 2 1/2 inches, Saw Cutting is the most cost effective method to maintain your sidewalks and reduce your risk.

- Complies with ADA standards for removal and slopes
- Meets OSHA recommended standards for slip resistance
- Appears clean and neat
- Cuts precisely removing trip hazards in difficult-to-reach places
- Removes hazards quickly
- Stretches budgets by lengthening the life of concrete sidewalks that might otherwise be replaced.
- Saves Our Customers thousands of \$\$\$ in sidewalk repair and maintenance and liability cost.



PCC - PROPOSAL AND PRICING

Billing Units: Services are billed in “Inch Feet”. An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5” rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$.05'' + 0'' / 2 * 4' = 1\text{-inch foot}$$

SIDEWALK ASSESSMENT SERVICES	UNIT PRICE \$395 PER SIDEWALK MILE
SIDEWALK TRIP HAZARD REPAIR PER INCH FOOT	UNIT PRICE \$28.50 PER INCH FOOT
SIDEWALK TRIP HAZARD REPAIR PER INCH FOOT AND SIDEWALK ASSESSMENT SERVICES	UNIT PRICE \$34.50 PER INCH FOOT



PCC - REFERENCES

CITY NAME AND DEPARTMENT	CITY OF SAN DIMAS
ADDRESS	245 E. BONITA AVE
CITY, STATE, ZIP	SAN DIMAS CA 91773
CONTACT NAME AND TITLE	JOHN CAMPBELL
CONTACT PHONE NUMBER	909.394-6270
PROJECT	ANNUAL SIDEWALK REPAIR PROJECT

CITY NAME AND DEPARTMENT	CITY OF HERMOSA BEACH
ADDRESS	1315 VALLEY DR.
CITY, STATE, ZIP	HERMOSA BEACH CA 90254
CONTACT NAME AND TITLE	ELLS FREEMAN
CONTACT PHONE NUMBER	310.318.0228
PROJECT	VARIOUS LOCATIONS PROVIDED BY CITY STAFF

CITY NAME AND DEPARTMENT	SIGNAL HILL
ADDRESS	2175 28TH STREET
CITY, STATE, ZIP	SIGNAL HILL CA 90755
CONTACT NAME AND TITLE	DEBBIE MESTAZ MAINTENANCE SUPERVISOR
CONTACT PHONE NUMBER	562.989.7254
PROJECT	VARIOUS LOCATIONS PROVIDED BY CITY STAFF



CONTACT US

PRECISION CONCRETE CUTTING

13089 PEYTON DR #C235

CHINO HILLS CA 91709

PHONE: 909-539-7740

DIR NUMBER: 1000003322

CONTRACTOR LICENSE NUMBER: 925449

socalpcc@safesidewalks.com

www.safesidewalks.com

**Trip Hazard Removal Specialist for
Los Angeles and San Gabriel Valley**



BPR, Inc. Proposal

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Cover Letter for CIP 2018-09

BPR, Inc. would like to thank the City of Huntington Park for the opportunity to do business. The following documents are submitted per your request. Please feel free to contact us with any questions regarding our submittal.

I have read, understood, and agreed to all statements in the request for proposal (CIP 2018-09) and acknowledge receipt of all addendums/amendments as well as to the term, conditions, and attachments referenced.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Consultants Background for CIP 2018-09

BPR, Inc. formally Channel Islands Sawing, was formed in 1997 under CSLB number 743806. We incorporated in 2010 under CSLB number 944272. BPR, Inc. was a father/son company that grew into the leader in the Trip Hazard Repair Industry. Over the past 21 years we have perfected the art of repairing trip hazards. We are the only company in the state that uses the **horizontal sawcutting technique**, (utilizing patented equipment) along with grinding, asphalt ramping, and patching of sidewalk trip hazards. Having the capacity to do many different repairs allows us to always have the right fix for each sidewalk issue.

BPR, Inc. utilizes patented equipment in order to achieve 100% satisfaction from our thousands of clients.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Qualifications for CIP 2018-09

BPR, Inc. has the most seasoned/educated staff you will find in a trip hazard specific company. Several of our personnel have been in the trip hazard industry for over two decades. They have been performing sidewalk inventories and ADA compliance surveys for countless municipalities. They work hand in hand with city staff to achieve the sidewalk management goals. On a quarterly bases all BPR, Inc. personnel attend several trainings, including OSHA Compliance, BMP's techniques, and ADA compliance updates. Our staff is on the cutting edge of all methods and management of municipal sidewalks.

In addition to the above, our personnel are consistently studying the latest patented equipment and methods to most effectively manage sidewalks.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548



December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Project Approach for CIP 2018-09

Working in coordination with clients, BPR, Inc. formulates a project approach that fulfills their goals and expectations. Regarding the Annual Sidewalk Trip Hazard Remediation Project, BPR would begin by discussing specific repair parameters for the city, data to be collected and submitted, and a geographically based work schedule. Utilizing our branded techniques, BPR completes work ahead of schedule much of the time. Our methods include electric personnel transport vehicles, GIS technology, and the latest in patented equipment.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Proposed Personnel for CIP 2018-09

I personally oversee each and every project we embark on. City staff will have my personal cell phone number and I can be reached 24/7. A project manager will be assigned to manage field operations. Our project manager Daniel Smith has been in the trip hazard industry for 26 years. He is certified in ADA Compliance, OSHA, and the Green Book of public works standards. Below him will be 4-6 saw operator's to insure a timely completion to the project.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Quality Control for CIP 2018-09

BPR's QA/QC program begins with a daily meeting between our project manager and our saw operators. A schedule for the day is discussed along with field inspections from the previous day. Any issues with work quality, community, or equipment are dealt with immediately. The city staff is updated on a daily basis on scheduling and work goings on.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548



December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Schedule and Schedule Control for CIP 2018-09

As mentioned in the QA/QC document, BPR conducts a conference on a daily basis with all staff including the project manager. In this conference the schedule is discussed at length. Any issues that threaten the schedule are dealt with immediately. The city staff is kept abreast of the schedule daily.

Respectfully,

Pat Rifley



President
BPR, Inc.
(805) 290-5548



References

City of Camarillo

601 Carmen Dr
Camarillo, Ca 93010
Tony Sota
805-823-3965
Citywide Sidewalk Grinding

City of Mission Viejo

27204 La Paz Rd
Mission Viejo, Ca 92692
Chris Robinson
(949) 795-8483
Project: Annual Maintenance Program for Sidewalk Repair
Ongoing

City of Santa Ana

20 Civic Center Plaza
Santa Ana, Ca 92701
Kim McPeck
(714) 745-4185
Project: Removal of Sidewalk Trip Hazards

Central School District

7957 Archibal Ave
Rancho Cucamonga, CA 91730
Jeffery Christiansen – Director of Maintenance and Operations
(909) 229-3365
Project: Removal of Raised Edge Trip Hazards



OUR METHOD IS
**FASTER,
CLEANER &
GREENER!**

BPR, Inc. utilizes patented technology and cutting edge methods to eliminate trip hazards. Trip hazards caused by cracked and raised concrete will be removed without any damage to nearby structures, or inconveniencing pedestrians. Our methods take very little time and the result is a safe, clean-cut walking path! We have over 20 years of experience in the industry providing our services to public and private agencies.



BPR, Inc. services the State of California.

www.bpr1.com

Phone: (855) 804-7336

Fax: (855) 814-7336

Lic. #944272



Get started today with a Member:
U.S. Green Building Council
Community Associations Institute
Maintenance Superintendents Association
American Public Works Association
Ventura County Contractors Association



**OVER 20 YEARS
OF EXPERTISE**

REQUEST A QUOTE TODAY!

(855) 804-7336

TRIP HAZARD REPAIR

The Problem:

Uneven sidewalks detract from the aesthetics of a neighborhood but more importantly they are dangerous to pedestrians! Not to mention the potential for costly trip hazard liability lawsuits!

The Solution:

BPR, Inc. utilizes patented technology and cutting edge methods to eliminate trip hazards. Trip hazards caused by cracked and raised concrete will be removed without any damage to nearby structures, or inconveniencing pedestrians. Our methods take very little time and the result is a safe, clean-cut walking path!

Sidewalk Inspection:

BPR, Inc. includes a thorough sidewalk inspection with every cutting project.

Trip Hazard Saw Cutting:

Using a concrete saw to horizontally saw cut trip hazards, BPR, Inc. is able to make the repair in an aesthetically superior fashion. Our technique uniformly tapers sidewalk offset up to 3 inches to the ADA minimum required 1:8 slope, bringing slabs to a zero point of differential settlement with a straight backline. We are able to cut trip hazards that are at any angle or against a wall or other obstacle. Our method is faster, cleaner and less expensive than any other method on the market!

Trip Hazard Grinding:

Our state-of-the-art concrete grinding technology removes dangerous trip hazards from sidewalks, drastically reducing the possibility of expensive trip & fall lawsuits. Our technique uniformly tapers edge differences of up to 2 inches to the ADA minimum required 1:8 slope, bringing slabs to a zero point of differential settlement with a straight backline. Let our experienced professionals help you reduce your trip hazards and legal liabilities in an efficient and cost effective method.

REQUEST A QUOTE TODAY!

(855) 804-7336





BPR_{INC}

The leader in trip hazard saw cutting

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Fee Schedule for CIP 2018-09

\$15.37 In/ft

All horizontal sawcutting to be performed per RFP specifications.

Respectfully,

Pat Rifley

President
BPR, Inc.
(805) 290-5548



CT&T Concrete
Paving, Inc.



Annual Sidewalk Trip Hazard Remediation

12/06/2018

Cover Letter

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

Jose Carrvajal, 

Print & Sign

President

Title

Consultant's Background:

CT&T Concrete Paving, Inc. is a contractor with over 20 years' experience in the concrete construction industry.

Qualifications and Experience of Consultant's Personnel:

Successfully completed multiple Annual Concrete Projects for different agencies. Consisting of Saw-cutting, removing and replacing city wide sidewalk, curb and gutter, drive approach, cross gutter and wheel chair ramps. Degree in Construction Management, OSHA Safety Certified.

Office Location: 1054 E Third St. Pomona, CA 91766

Project Approach:

If awarded, CT&T Concrete Paving, will visit, measure and delineate each site for 811 members to mark correctly. Create a Dig Alert/ 811 log for each repair site and allow enough time for members to mark any utilities that may come in contact while performing repairs. Map out and organize the cities repair sheets for the construction crew. Multiple crews on site either breaking or forming or pouring and cleaning up to ensure project is completed well within the project duration.

CT&T Concrete Paving, Inc.
324 S. Diamond Bar Blvd PMB 275
Diamond Bar, CA 91765



Annual Sidewalk Trip Hazard Remediation

Proposed Personnel:

Over 10 years' experience in the industry with a Degree in Construction Management and OSHA Certified.

Quality Assurance/Quality Control:

Implement a quality control plan by a subcontractor, if needed. As well as conduct coordination and QA/QC reviews with both the sub-contractor and CT&T Forman to ensure a high level of quality control and assurance for the Huntington Park: Annual Sidewalk Trip Hazard Remediation Project.

References:

City of Cypress: 2575 Orange Ave Cypress, CA 90630

Alex A Bangean (714) 229-6740

Annual Concrete Rehabilitation Project \$449,411.00

City of Ontario: 1425 S Bon View Ave Ontario, CA 91761

Mike Mergener (909) 395-2629

Concrete Repairs & Maintenance Project \$393,096.00

City of Chino: 5050 Schaefer Ave Ontario, CA 91710

Joseph Lopez: (909) 313-9012

Concrete Repair Program \$ 905,176.00

Schedule and Schedule Control:

Construction schedule is created once the city provides a list showing pending repairs for each district within the city and the amount of work at each site. A project schedule is created and presented to the agency by the low bid contractor typically, during the pre-construction meeting, before starting any work.



Annual Sidewalk Trip Hazard Remediation

Fee Schedule/Cost Proposal:

Sidewalk \$ 14⁰⁰ Per SF.

Price to include: Traffic control, saw cut, removal and replacement of natural grey concrete, restoration to any existing city and private property.

Jose Carrvajal, 

Print & Sign

President

Title

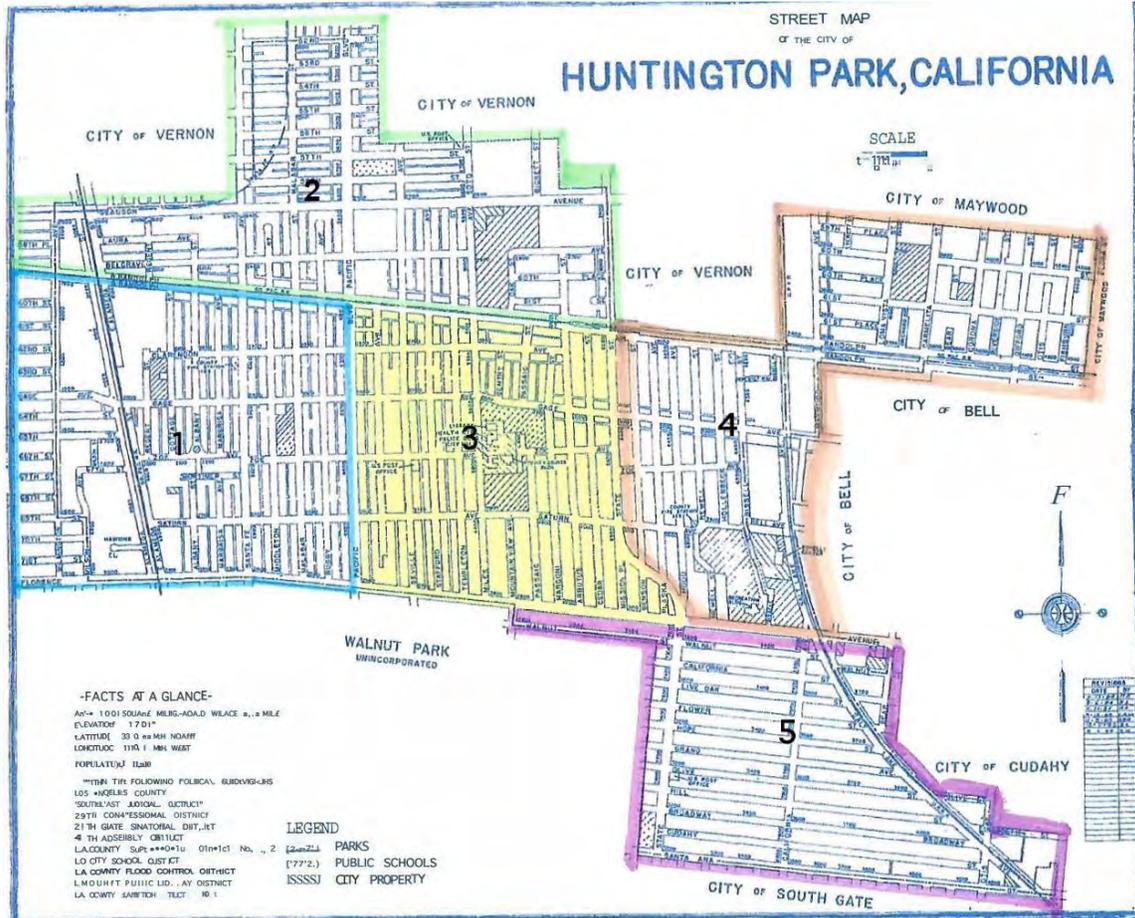
ATTACHMENT "B"

ATTACHMENT B

SCOPE OF SERVICE

Services must include the remediation of concrete sidewalk trip hazards from 1/2" and up to 2" in pre-designated work areas within the City of Huntington Park (City). Remediation services must remove trip hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving zero point of differential between concrete slabs. Remediation service may not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or any other objects adjacent to sidewalks. The service provided must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s). Contractor must use a horizontal saw cutting technique that guarantee's a planar surface after cutting. Contractor must guarantee specified repair slope at a ratio of 1:8 or 1:12 based upon requirements outlined by the City. If defined slope is not achieved, contractor must repair to specification at no additional charge to the City within 24 hours of discovery. No water-cooling is allowed which creates slurry and contaminates storm drains and causes excessive environmental impact. Contractor must use a dust abatement system that limits the dust emitted from the cutting. Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction. The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings. Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor's trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation. A dust abatement system must be used to limit the dust being emitted. All clean-up services must be included in the agreed upon price as specified in the fee schedule and may not be charged at an additional rate. All clean-up will consist of full clean-up of all debris after each concrete shaving is performed. All costs incurred for disposal of waste material shall be included in the agreed upon price as specified in the fee schedule and shall not be paid separately. Contractor must document completed work by taking before and after pictures for the files. Picture files will contain information such as the length, height and address of the remediated trip hazard.

CITY ZONE MAP



FISCAL YEAR 2018-19

No.	Zone Location	Inch Feet Small	Inch Feet Medium	Inch Feet Large	Total Inch Feet
1	HP-Z1	1,558	2,025	929	4,512
4	HP-Z4	1,918	2,081	925	4,925

FISCAL YEAR 2019-20

No.	Zone Location	Inch Feet Small	Inch Feet Medium	Inch Feet Large	Total Inch Feet
3	HP-Z3	417	470	212	1,100
5	HP-Z5	1,936	1,584	630	4,150

FISCAL YEAR 2020-21

No.	Zone Location	Inch Feet Small	Inch Feet Medium	Inch Feet Large	Total Inch Feet
2	HP-Z2*	2,334	2,671	1,423	6,428

* Zone HP-Z2 may not be fully completed due size of total inch feet

FEE SCHEDULE

Billing Units: Services are billed in “Inch Feet”. An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5” rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$.50'' + 0'' / 2 * 4' = 1\text{-inch foot}$$

1. Sidewalk assessment services unit price: \$395 per sidewalk mile
2. Sidewalk trip hazard repair per inch foot unit price: \$24.50 per inch-foot
3. Sidewalk trip hazard repair per inch-foot and sidewalk assessment services unit price: \$28.50 per inch-foot

Fiscal Years

FY 2018-2019 - \$245,000

FY 2019-2020 - \$100,000*

FY 2020-2021 - \$100,000*

* Contingent on City Council approval of fiscal year 2019-2020 and 2020-2021 budgets. This is not guaranteed.

ATTACHMENT "C"



SIDEWALK TRIP HAZARD REMEDIATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **January 15, 2019**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Precision Concrete Cutting (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

I.

ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of three (3) years commencing from **[TERM DATE]**. Upon the conclusion of the term, this agreement may be renewed with the City Manager or City Council approval for a maximum of two (2), one (1) year extensions. 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.

Commented [DH1]: Date will be updated based on Notice to Proceed

1.3 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").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [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.

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

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

1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and

other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the [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.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;

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

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

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or

obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.6 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.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

III. INSURANCE

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

- 3.2 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.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that its 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.
- 3.7 Subcontractors
- Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

IV. INDEMNIFICATION

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

damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

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

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this

Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

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

45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Precision Concrete Cutting
13089 Peyton Dr. #C235
Chino Hills, CA 91709
Ronald Durna, President
Phone: (909) 539-7740

CITY:

City of Huntington Park
Attn: Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) 584-6274

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not 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.

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

this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

PRECISION CONCRETE CUTTING

By: _____
Ricardo Reyes
City Manager

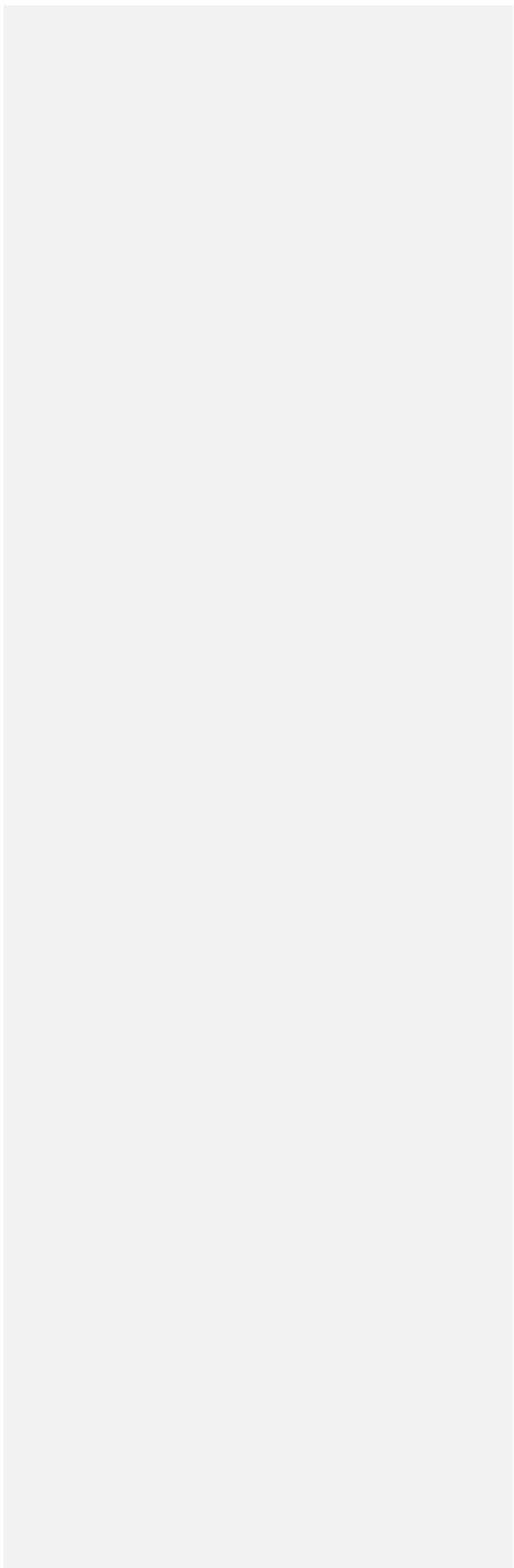
By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney





CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

February 19, 2019

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 A JOHN DEERE GATOR

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve purchase of an electric John Deere Gator from Deere & Company

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 4, 2018 City Council approved the purchase of a John Deere Gator for the Parks Maintenance Division. The gator was ordered from Powerland Equipment. However, Powerland Equipment (Dealer) informed the City the purchase order should have been issued to Deere & Company (Vendor). Therefore, staff is requesting a change from Powerland Equipment to Deere & Company to process payment.

FISCAL IMPACT/FINANCING

There is no fiscal impact with this recommendation. The City Council previously approved the corresponding budget appropriations.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE A JOHN
DEERE GATOR**

February 19, 2019

Page 2 of 2



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENTS

none

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



February 19, 2019

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 CIP 2016-01 ATP CYCLE II PROJECT (ATPL-5150(012)) 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project;
2. Approve the options that maximizes public safety and minimizes the loss of street parking for CIP 2016-01 ATP Cycle II Project (ATPL-5150(012)) 90% completion of plans, specifications and engineer's estimate (PS&E); and
3. Authorize Public Works Department to proceed with bid advertisement after obtaining Caltrans' E-76 (Notice to Proceed) for construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 17, 2017, City Council authorized the acceptance and execution of the Active Transportation Program (ATP) Cycle II Grant Agreement and commencement of project design. The State of California Department of Transportation (Caltrans) issued the E-76 (Notice to Proceed) with the design phase of the project. In 2017, Transtech Engineers was awarded the design of the ATP Cycle II Project. The E-76 permitted a design timeframe completion date of 6/30/2018. Seeing as the design would not be completed

CONSIDERATION AND APPROVAL OF CIP 2016-01 ATP CYCLE II PROJECT (ATPL-5150(012)) 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

February 19 ,2019

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by the reversion date of 6/30/2018, an extension was requested from Caltrans. Caltrans granted a one-year, one-time extension of 6/30/2019.

The project scope of work consists of the following: enhancement of ADA ramps at mid-block and non-signalized intersections; advanced yield and stop markings; countdown pedestrian signals; updated pedestrian street signs; Rectangular Rapid-flashing beacons (RRFB); repainting existing pavement markings; removal of nonfunctional in road lights; and ladder (continental) style crosswalks at twenty-two (22) locations.

Transtech's initial design proposed the removal of 150 parking spaces by utilizing stringent traffic engineering standards. The traffic engineering standards maximized the unobstructed sight line distances to allow motorists the ability to clearly detect pedestrians and vehicles in time to avoid collisions. The design proposed painting red curb at the intersections, thus eliminating unmarked parking spaces.

Design modifications were made in the design which included narrower crosswalk widths and potential right-turn only movements at minor local streets at 17 of 22 intersections. These changes reduced the potential removal from 150 parking spaces to 70 parking spaces. City staff reviewed and requested that the design engineer save as many parking spaces as feasible, based on enhanced engineering criteria. Direction was given to minimize the loss of parking while optimizing roadway safety. Engineering staff analyzed the potential reduction of parking spaces (as close to zero utilizing engineering methods of analyses).

The following proposed mitigation measures preserve additional parking spaces:

1. Creep method allows the sight line to be made eight feet behind the front bumper of the car and two feet right of the centerline which is where the driver's eye is located.
2. Adopting City's speed survey recommendations in reducing the speed limit. At four intersections, the speed limit is reduced to 25 MPH which requires a shorter sight distance.
3. Constructing bulbouts or installing delineators would enable the crosswalk to be better positioned for a clearer sight distance.
4. Restriping median islands enabling larger lane widths to create additional parking spaces.
5. Removing red curbs to enable parking.
6. Removing crosswalks.
7. Installing controlled intersections either through a four-way stop or by installing traffic signals.

Additional parking spaces can be preserved if all the above-mentioned measures are adopted. Attachment A outlines the number of parking spaces preserved through each measure. Every intersection has a mix of options that reduces the number of parking spaces as you read the exhibit from option 1 through option 7.

CONSIDERATION AND APPROVAL OF CIP 2016-01 ATP CYCLE II PROJECT (ATPL-5150(012)) 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

February 19 ,2019

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Consideration of the potential loss of parking is relevant in a City where street parking is a premium commodity. The goals of the grant are to enhance pedestrian safety at non-signalized intersection through roadway improvements. Understanding the complexities of the parking concerns and finding a balance between pedestrian safety is of the utmost importance to the entire community.

The construction documents (plans and specifications) will be completed in accordance with Greenbook standard specifications, Caltrans design manual and will be consistent with the City's procurement and purchasing manual. As soon as Caltrans approves the project plans and issues the E-76 for the construction phase of the project, staff, with City Council's authorization, will advertise the project for bids in a local newspaper of general circulation, submit the Notice Inviting Bid (NIB) to plan rooms, and upload the bid documents on the City's website, available free of charge to prospective bidders.

The following tentative schedule identifies the process:

Complete PS&E	April 15, 2019
Obtain Caltrans E-76	June 30, 2019
NIB issued and posted:	July 15, 2019
Deadline for receipt of bids:	August 8, 2019
Contract awarded by City Council:	August 20, 2019

LEGAL REQUIREMENT

The City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects. The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid.

ENVIRONMENTAL IMPACT

Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

FISCAL IMPACT/FINANCING

There are no fiscal impacts associated with this directive.

CONCLUSION

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

CONSIDERATION AND APPROVAL OF CIP 2016-01 ATP CYCLE II PROJECT (ATPL-5150(012)) 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

February 19, 2019

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Respectfully submitted,



RICARDO REYES
City Manager



Daniel Hernandez
Director of Public Works

ATTACHMENT(S)

A. Sight Distance Calculations

ATTACHMENT "A"

ATTACHMENT A

Sheet No.	Intersection	# of Parking Spaces Removed (Transtech)	Option 1 (Creep Method)	Option 2 (Adopt Speed Survey Recommendations)	Option 3 (Bulb Out/ Delineators)	Option 4 (Restripe Median and Add Parking Spaces)	Option 5 (Remove Red Curb to enable parking)	Option 6 (Remove Crosswalk)	Option 7 (Controlled Intersection)	Notes
3	Pacific Blvd - 53rd St	9	8	3					0	
4	Pacific Blvd - 56th St	7	6	5					0	
5	Pacific Blvd - 57th St	0								0 parking spaces are removed
6	Pacific Blvd - 58th St	4	3	0						
7	Pacific Blvd -MidBlock	0								0 parking spaces are removed
8	57th St - Soto	0								0 parking spaces are removed
9	Miles Ave - Clarendon Ave	1	1						0	
10	Gage Ave - Regent St	0								0 parking spaces are removed
11	Gage Ave - Albany St	6	6		4				0	Transtech suggests there are 4 parking spaces being removed. But according to their proposed line of sight, it should have read 6
12	Gage Ave - Middleton St	4	2		1	0				
13	Gage Ave - Stafford St	6	4		2				0	
14	Gage Ave - Marconi St	2	2				0			
15	Gage Ave - Cedar St	6	6		5		4		0	
16	Gage Ave - Hollenbeck St	4	2		0					
17	Gage Ave - Bissell St	4	3		0					
18	Zoe Ave - Passaic Ave - Arbutus Ave	1	1						0	
19	Zoe Ave - State St	4	2		1				0	Transtech suggests there are 3 parking spaces being removed. But according to their proposed line of sight, it should have read 4
20	Saturn Ave - Hood Ave	3						0		Not counting the eliminated school parking due to proposed drop off zone design
21	Florence Ave - Bissel St	3	3		2		1		0	
22	State St - Live Oak St	6	5		4				0	
Total Number of Parking Removed:		70	54	45	31	30	26	23	0	

Key

	Not Applicable
	# of parking spaces lost per Transtech
	# of parking spaces lost per option (cumulative)



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 19, 2019

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 RESOLUTION APPROVING THE 2019 TRAFFIC ENGINEERING SPEED STUDY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2019-06, approving the 2019 Traffic Engineering Speed Study.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Statutes within the California Vehicle Code (CVC) require that governmental agencies periodically review and update their posted speed limits. These periodic updates are required for the City of Huntington Park's Police Department to enforce speed limits utilizing radar. The traffic engineering speed survey involves the review of existing posted speed limits for adequacy in terms of adjacent land use, traffic demands, roadway conditions, continuity of speed limits, collisions and field surveys of motorist driving patterns. The City of Huntington Park (City) has surveyed the speed limits on forty-three (43) street segments within its jurisdiction.

A state licensed registered traffic engineer conducted this engineering and traffic study in accordance with procedures outlined in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) for Streets and Highways as required by Section 627 of the California Vehicle Code (CVC). The CVC requires that speed limits be established in accordance with appropriate engineering practices and methods.

The accompanying report (Attachment A) documents the results of the engineering and traffic survey conducted to update the speed limits of the City's arterial and collector roadway network. The study provides recommendations to verify, increase or decrease posted speed limits based on the data and the survey results. Spot speed surveys were conducted by City Traffic Counters (CTC) in conformance with State law for establishing speed limits. The majority of the 43 street segments have the necessary justifications to support current posted speed limits as previously adopted and posted. All segments were

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE 2019 TRAFFIC ENGINEERING SPEED STUDY

February 19, 2019

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reviewed in detail including traffic volumes, collision history, adjacent land uses, roadway characteristics and field observations.

Posted speed limits are primarily established to protect the general public from the unreasonable driver. They provide law enforcement with the means to identify and apprehend violators of the basic speed law (Section 22350 of the Vehicle Code). This statute states that, "No Person shall drive a vehicle on a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property."

The Engineering and Traffic Study supports the prima facie speed limit as required by Sections 40801 and 4802 of the CVC before speed limits can be enforced with radar. The law specifies that surveys be conducted every five years to endure that posted speed limits are kept reasonably current. The time between surveys can be extended to 7 to 10 years if the following criteria are met by radar operators during traffic enforcement and with certification by a state licensed registered traffic engineer:

1. All surveys are good for 7 years if the officer has received 24 hours of a post certified training course;
2. 2 additional hours of training if laser is used; and
3. The speed measuring device has been calibrated within three years prior to the alleged violation by an independent certified testing agency.

Surveys can be extended to 10 years if a state licensed registered traffic engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume.

LEGAL REQUIREMENT

The intention of the engineering and traffic survey is to establish, revise, and enforce posted speed limits on the specific roadways. In general, speed limits cannot be successfully enforced without voluntary compliance by most drivers. Consequently, only the driver whose behavior is clearly out of line with the normal flow of traffic is considered a violator for enforcement purposes.

Speed limits are established at the nearest 5 miles per hour (mph) increment to the 85th percentile speed, which is defined as that speed at or below which 85 percent of the traffic is moving. Basic speed law states that no person shall drive at a speed greater than is reasonable or prudent.

Speed limits in California are governed by the California Vehicle Code (CVC), Sections 22348 through 22413, and Sections 22357 and 22358 of CVC authorize local authorities to establish prima facie speed limits on streets and roads under their jurisdiction based on an engineering and traffic survey.

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE 2019 TRAFFIC ENGINEERING SPEED STUDY

February 19, 2019

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1. Basic speed limit law. Section 22350 of the CVC provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic and the surface and width of the highway, and in no event at a speed which endangers the safety of persons or property. This is the basic speed limit law.
2. Prima facie speed limits. Specified by statute or established by the State or local authorities within their respective jurisdictions based on an engineering and traffic survey. Certain prima facie limits are established by law and include the 25-mph limit in business and residential districts, the 15-mph limit on alleys, at blind intersections, and at blind railroad grade crossings, and conditional 25-mph speed limit in school zones when children are going to or from school.
3. Residential (local) streets have been established to be 25 mph, unless posted with a lower speed limit, and do not require posted speed limits.

The traffic engineer recommends changing the speed limits on 1 of the 43 street segments. The recommended speed limits are as follows:

1. Pacific Boulevard between 52nd Street and Slauson Avenue – Reduce the speed limit from 35 mph to 25 mph

The segments of Gage Avenue and Salt Lake Avenue were analyzed as well, though the engineering traffic study does not reflect the adoption of the speed study within these two roadway segments, due to supplementary studies being conducted at a later date. Additional enhancements will be made throughout these two corridors and an engineering traffic study will be revisited at a later date.

This Engineering and Traffic Study was conducted to determine the validity of speed limits established on City streets and to identify those areas where existing speed limits should be adjusted, upward or downward, to permit continuation of enforcement by radar. Overall results of this study disclose that speed limits on City streets, with a few exceptions, are established at proper levels of prevailing conditions and that the courts should uphold citations issues through enforcement by radar. Prevailing critical speeds, also with few exceptions, were measured to be within acceptable tolerances of posted speed limits. Except at a few locations, accident rates were found to be consistently below expected County average for similar roadway conditions. This can be an indication of adequate enforcement activity and/or the motorists' general acceptance of posted speed limits.

FISCAL IMPACT/FINANCING

The cost associated with the approval and adoption of the resolution is estimated at \$1,000 for the removal and replacement of the speed limit signs and the pavement markings. The estimated cost is within the approved FY 18-19 budget. Account Number 221-8012-429.61-20, Gas Tax Traffic Signs & Striping will be used for the cost. Public Works Maintenance will schedule the work to be completed once the City Council approves the resolution.

**CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE 2019
TRAFFIC ENGINEERING SPEED STUDY**

February 19, 2019

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CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. 2019 Huntington Park Traffic Engineering Speed Study
- B. Resolution No. 2019-06

ATTACHMENT "A"

ATTACHMENT "A"

2019 Huntington Park Traffic Engineering Speed Study

**AVAILABLE FOR REVIEW
IN THE CITY CLERK'S OFFICE**

ATTACHMENT "B"

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, February 19, 2019

PUBLIC HEARING

COMMUNITY DEVELOPMENT

14. Continued from the February 5 2019, Regular City Council Meeting -
**Consideration and Approval of Resolution Adopting the 2030 City of
Huntington Park General Plan and Certification of an Environmental Impact
Report (EIR) Under the California Environmental Quality Act (CEQA)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2018-27, adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA).

- TO BE CONTINUED -



CITY OF HUNTINGTON PARK

Finance
City Council Agenda Report

February 19, 2019

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 ADOPTION OF A RESOLUTION ESTABLISHING NEW FEES RELATED TO SIDEWALK VENDOR PERMITS, PURSUANT TO TITLE 3 “FINANCE,” CHAPTER 1 “BUSINESS LICENSING,” ARTICLE 18 “PEDDLERS AND SIDEWALK VENDORS” OF THE HUNTINGTON PARK MUNICIPAL CODE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a Public Hearing;
2. Consider public testimony and staff’s analysis; and
3. Adopt Resolution No. 2019-02 establishing new fees related to Sidewalk Vendor Permits, pursuant to Title 3 “Finance,” Chapter 1 “Business Licensing,” Article 18 “Peddlers and Sidewalk Vendors” of the Huntington Park Municipal Code.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Sidewalk Vendor Ordinance

On December 4, 2018, the City Council adopted Urgency Ordinance No. 2018-970, repealing in part and amending in part Title 3 “Finance,” Chapter 1 “Business Licensing,” and Title 4 “Public Safety,” Chapters 7 “Traffic,” and 11 “Permits or licenses for pushcarts vending ice cream or other food products” of the Huntington Park Municipal Code relating to sidewalk vendors. (“Urgency Ordinance”). Said Urgency Ordinance became effective immediately upon its adoption. On the same date, the City Council introduced Ordinance No. 2018-971, a back-up ordinance with identical Municipal Code amendments as the Urgency Ordinance, which was subsequently adopted by way of regular procedures on December 18, 2018, and effective thirty (30) days after adoption on January 17, 2019 (“Ordinance No. 2018-971”) (hereinafter the Urgency Ordinance and Ordinance No. 2018-971 will be collectively referred to as the

CONSIDERATION AND ADOPTION OF A RESOLUTION ESTABLISHING NEW FEES RELATED TO SIDEWALK VENDOR PERMITS, PURSUANT TO TITLE 3 “FINANCE,” CHAPTER 1 “BUSINESS LICENSING,” ARTICLE 18 “PEDDLERS AND SIDEWALK VENDORS” OF THE HUNTINGTON PARK MUNICIPAL CODE

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“Sidewalk Vendor Ordinance”).¹ At its regular meeting on January 15, 2019, the City Council introduced Ordinance No. 2019-973, an amendment to the Sidewalk Vendor Ordinance.

The Sidewalk Vendor Ordinance was enacted in response to Senate Bill (“SB”) 946, signed by Governor Brown on September 17, 2018, and effective January 1, 2019, which establishes statewide regulations for vending from non-motorized conveyances and one’s person on sidewalks and in parks. The City adopted the Sidewalk Vendor Ordinance to establish a regulatory and permitting program that is consistent with SB 946, but also seeks to control its sidewalks and public rights of way to the fullest extent.

The Sidewalk Vendor Ordinance enacts a permitting scheme and at Section 3-1.1804 “Permits: Application: Fees” of Article 18 “Peddlers and Sidewalk Vendors” to Chapter 1 “Business Licensing” of Title 3 “Finance” of the City Municipal Code, authorizes the City Council to impose fees by the adoption of a Resolution to enable the City’s recovery of costs incurred in enforcing and administering the program, including those costs incurred in processing applications for permits, applications for renewals of permits, and appeals for denial or revocation of permits.

Resolution and Fee Study

The Departments of Finance, Community Development, Police and the City Attorney’s Office, undertook an analysis and evaluation of the municipal services and activities required to administer and enforce the Sidewalk Vendor Ordinance, and the fee structure necessary to proportionately allocate the costs of executing these required services and activities. An initial fee study was presented to the City Council at a duly noticed public hearing on January 15, 2019. The City Council continued the public hearing to its regular meeting on February 5, 2019, directing City staff to re-evaluate whether the proposed fees reasonably recovered the estimated costs incurred by the City in enforcing and administering the program. On February 5, 2019, the City Council continued the public hearing to its regular meeting on February 19, 2019.

Upon further review, City staff determined the City may recover additional costs not previously included in the fee study resulting from additional processing of citations, the enforcement of the Sidewalk Vendor regulatory program against unfair business practices, and the cost of preparing the regulation, which are reflected in Exhibit “A”, attached to the Resolution.

¹ The Municipal Code amendments adopted by the Urgency Ordinance and Ordinance No. 2018-971 are identical. Ordinance No. 2018-971 is intended to replace Urgency Ordinance No. 2018-970 as the operating ordinance upon its effective date on January 17, 2019.

CONSIDERATION AND ADOPTION OF A RESOLUTION ESTABLISHING NEW FEES RELATED TO SIDEWALK VENDOR PERMITS, PURSUANT TO TITLE 3 “FINANCE,” CHAPTER 1 “BUSINESS LICENSING,” ARTICLE 18 “PEDDLERS AND SIDEWALK VENDORS” OF THE HUNTINGTON PARK MUNICIPAL CODE

February 19, 2019

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Vendors failing or refusing to comply with the Sidewalk Vendor regulatory program may constitute an unfair business practice under Business and Professions Code Section 17200 et seq. The City will enforce the Sidewalk Vendor regulatory program against said unfair business practices, which will result in direct benefits to Sidewalk Vendor permittees. At this time, it's anticipated that police officer patrol will be the primary enforcement mechanism used by the City against said unfair business practices by vendors failing or refusing to comply with the Sidewalk Vendor regulatory program. Therefore, the City will recover the estimated costs of enforcement against said unfair business practices from each Sidewalk Vendor permittee, as is set forth in Exhibit “A”.

Additionally, under Proposition 26, the cost of preparing regulations is an appropriate cost of said regulation. Thus, a fee can be used to recover the cost of rulemaking for a regulatory program. As such, the cost of preparing regulations may include staff time, legal fees, noticing and publication fees, fee study, consultant fees and other related costs incurred by the City. To date, the estimated costs of preparing the Sidewalk Vendor regulatory program is approximately thirty-four thousand eight hundred sixty-seven dollars and twenty-two cents (\$34,867.22)². It is recommended that the City recover said estimated cost by imposing a flat fee of seventy-five dollars (\$75.00) on the initial four hundred sixty-five (465) Sidewalk Vendor Permits, including renewals of permits, as is set forth in Exhibit “A”. Upon issuance of the initial four hundred sixty-five (465) Sidewalk Vendor Permits, recovery of the estimated total cost of preparing the Sidewalk Vendor regulatory program would be achieved and City staff should thereafter administratively reduce the Sidewalk Vendor Permit and Renewal Permit Fee by seventy-five dollars (\$75.00).

Furthermore, the proposed fees set forth in Exhibit “A” are imposed for a specific municipal benefit or services provided directly to the payer that is not provided to those not charged, and does not exceed the reasonable costs to the City for providing said municipal benefit or service.

Exhibit “A” to the Resolution is a schedule proposing a permit application fee, a renewal permit application fee, and an appeal fee. The proposed fees account for filing and processing costs associated with permit applications and renewals, processing of citations, enforcement costs, unfair business practices enforcement, the costs of preparing the Sidewalk Vendor Ordinance, as well as the duties and responsibilities imposed on City staff pursuant to the Sidewalk Vendor Ordinance. The fee amounts have been established to enable the City's recovery of costs incurred in enforcing and administering the program. The computation as set forth

² The estimated costs of preparing the Sidewalk Vendor regulatory program is estimated at thirty four thousand eight hundred sixty-seven dollars and twenty-two cents (\$34,867.22), which includes: staff time, attorney fees, and other costs incurred by the City in preparing the Sidewalk Vendor Ordinance, Ordinance Amendment, Sidewalk Vendor Permit Fee Resolution and Fee Study, and publication costs for required notices.

CONSIDERATION AND ADOPTION OF A RESOLUTION ESTABLISHING NEW FEES RELATED TO SIDEWALK VENDOR PERMITS, PURSUANT TO TITLE 3 “FINANCE,” CHAPTER 1 “BUSINESS LICENSING,” ARTICLE 18 “PEDDLERS AND SIDEWALK VENDORS” OF THE HUNTINGTON PARK MUNICIPAL CODE

February 19, 2019

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in Exhibit “A” takes into account the estimated time to complete specified program tasks, multiplied by the hourly burdened rate of City staff, which includes benefits.

Accordingly, the proposed attached Resolution, which incorporates Exhibit “A,” provides that the permit application fee, renewal permit application fee, and the appeal fee be in an amount that covers the City’s estimated cost in administering and enforcing the regulatory and permitting scheme, in accordance with the Sidewalk Vendor Ordinance. In accordance with the fee schedule in Exhibit “A,” the costs of reviewing and acting on a permit application is estimated to be \$870.72³. A permit is valid for one (1) year from the date of issuance, and must be renewed thereafter in order to remain valid. The required process to renew a permit is to be in the same manner as in the case of the original permit application, subject to some exceptions. Therefore, a renewal permit application fee is in the amount of \$659.52⁴. Additionally, the costs of reviewing, processing and acting on a request for an appeal is estimated to be \$562.67.

The public hearing on this matter was continued from the City Council’s regular meeting on January 15, 2019, and subsequently continued from the regular meeting on February 5, 2019. The City provided notice of the continued public hearing as required by law.

FISCAL IMPACT/FINANCING

The recommended fees in the attached Resolution will serve to recover the City’s costs incurred in administering and enforcing the Sidewalk Vendor program and recovering the costs of preparing said regulations. Failure to adopt the Resolution will result in administration of the program being funded from existing General Fund revenues.

³ As referenced above, upon issuance of the initial four hundred sixty-five (465) Sidewalk Vendor Permits, recovery of the estimated total cost of preparing the Sidewalk Vendor regulatory program would be achieved and City staff should administratively reduce the Sidewalk Vendor Permit and Renewal Permit Fee by seventy-five dollars (\$75.00).

⁴ Same as footnote 3 above.

CONCLUSION

Upon City Council approval, staff will proceed as directed.

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Director of Finance

ATTACHMENT(S)

- A. Draft Resolution 2019-02, which attaches and incorporates Exhibit "A" (Fee Study) and Exhibit "B" (Proof of Publication)

ATTACHMENT "A"

1 regulatory and permitting program that is consistent with SB 946, but also seeks to
2 control its sidewalks and public rights of way to the fullest extent;

3 **WHEREAS**, the Sidewalk Vendor Ordinance makes it unlawful for any person to
4 engage in sidewalk vending without first applying for and obtaining a permit from the
5 Director of Finance and, in addition paying the required license tax to the Director of
6 Finance in the manner provided for in Article 18 “Peddlers and Sidewalk Vendors” to
7 Chapter 1 “Business Licensing” of Title 3 “Finance” of the City Municipal Code;

8 **WHEREAS**, the Sidewalk Vendor Ordinance enacts a permitting scheme and at
9 Section 3-1.1804 “Permits: Application: Fees” of Article 18 “Peddlers and Sidewalk
10 Vendors” to Chapter 1 “Business Licensing” of Title 3 “Finance” of the City Municipal
11 Code, authorizes the City Council to impose fees by the adoption of a Resolution to
12 enable the City’s recovery of costs incurred in enforcing and administering the program,
13 including those costs incurred in processing application for permits, applications for
14 renewals of permits, and appeals for denial or revocation of a permit;

15 **WHEREAS**, City staff with the City Attorney’s Office, undertook an analysis and
16 evaluation of the municipal services and activities required to administer and enforce the
17 Sidewalk Vendor Ordinance, and the fee structure necessary to proportionately allocate
18 the costs of executing these required services and activities, which are reflected in
19 Exhibit “A” attached hereto and incorporated by this reference;

20 **WHEREAS**, the proposed fees set forth in Exhibit “A” are imposed to recover the
21 cost of preparing the regulations and for a specific municipal benefit or services provided
22 directly to the payer that is not provided to those not charged, and does not exceed the
23 reasonable costs to the City for providing said municipal benefit or service;

24 **WHEREAS**, information regarding the estimated costs required to provide the
25 service for which the fee is levied was available to the public for at least ten (10) days
26 prior to the City Council’s consideration of this Resolution (see proof of publication at
27 Exhibit “B”), and the City Council has held a duly noticed public hearing concerning said
28 fees;

1 **WHEREAS**, on January 15, 2019, the City Council continued the public hearing
2 on this Resolution to its regular meeting on February 5, 2019, and then again to its
3 regular meeting on February 19, 2019, and

4 **WHEREAS**, by this Resolution, the City Council desires to set and establish the
5 amounts of the Permit Application Fee, Renewal Permit Application Fee, and Appeal
6 Fee, pursuant to City Municipal Code Sections 3-1.1802, 3-1.1808, 3-1.1812, and 4-
7 11.04.

8 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
9 **DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:**

10
11 **SECTION 1. RECITALS.** That based upon staff reports, presentations, public
12 testimony, and all other matters presented during the public hearing on this item, the City
13 Council hereby finds and declares that the foregoing recitals are true and correct and
14 incorporates them herein as a substantive part of this Resolution.

15
16 **SECTION 2. ADOPTED FEES.**

17
18 (a) That the City Council hereby adopts the fees, as established in Exhibit "A"
19 attached hereto and incorporated by this reference, by Resolution under its authority
20 pursuant to local and state law, and such fees shall be imposed on any permit or appeal
21 application as set forth herein, for the reasonable estimated costs the City will incur with
22 respect to accepting, processing reviewing, investigating, and performing certain regulatory
23 activities associated with the enforcement of the program pursuant to the City Council
24 approved Sidewalk Vendor Ordinance:

25
26

<u>TYPE OF FEE</u>	<u>AMOUNT OF FEE</u>
Permit Application Fee:	\$870.72
Renewal Permit Application Fee:	\$659.52

1 Fee to Appeal the Decision of the Director of Finance \$562.67

2
3 (b) That payment of the fee for a permit application, renewal permit application, and
4 an appeal shall be due and payable at the time a permit or renewal permit application, or a
5 request for an appeal, is submitted to the City.

6
7 (c) That the City will not begin any review or investigation of a permit or renewal
8 permit application, or the review and processing of a request for an appeal, until and unless
9 the applicable fee has been paid to the City in full.

10
11 (d) That the permit application, renewal permit application, and appeal fee shall be
12 non-refundable.

13
14 (e) That payment of fees does not guarantee approval of any of the permit or
15 renewal permit applications, or the reversal of a decision of the City.

16
17 (f) That the above fees do not include any other fees due for, without limitation, other
18 permits, licenses, inspections, document preparation that may be required by the City such
19 as, but not limited to business license tax.

20
21 **SECTION 3. CEQA EXEMPTION.** The City Council, on the basis of the whole record
22 and exercising independent judgment, finds that this Resolution is not subject to
23 environmental review pursuant to Sections 15060 (c)(2) and 15060 (c)(3) of the State
24 Guidelines for Implementation of the California Environmental Quality Act (CEQA) found in
25 Title 14 of the California Code of Regulations. Sections 15060 (c)(2) and 15060 (c)(3)
26 pertain to activities that will not result in a direct or reasonably foreseeable indirect change to
27 the environment and that are not defined as a project under Section 15378.

Exhibit "A"

Exhibit "A" is a fee schedule drafted with the collaboration of Huntington Park Police, Finance, Community Development and the City Attorney's Office, which shows that costs incurred by the City in enforcing the sidewalk vendor regulatory program. This fee study takes into account all duties and responsibilities imposed on City staff in administering the Sidewalk Vendor Permit and enforcing the sidewalk vendor regulatory program.

A. Sidewalk Vendor Permit Application Estimate ¹ = \$870.72				
*If live scan is required, an additional \$32.00 will be passed on to the applicant.				
*Sidewalk Vendor Permit fee will be reduced by \$75.00 upon the issuance of the initial 465 Sidewalk Vendor Permits.				
Task	City Staff ²	Estimated Time to Complete Task ³	Computation ⁴	Sub-Total
1. Review, Process, and Investigation				
a. Finance - Review and process application, conduct any necessary investigation, forward application to Police Department and Community Development for further investigation.	[FA]	0.5	0.5 x 83.48	= \$41.74
b. Police Department - Review and process application, and conduct necessary investigation.	[PS]	0.5	0.5 x 146.02	= \$73.01
	[PJ]	0.5	0.5 x 100.56	= \$50.28
	[PC]	0.5	0.5 x 95.82	= \$47.91
c. Community Development – Review and process application, conduct necessary investigation. (Flat Fee – Inspection)				= \$40.00
2. Ongoing enforcement efforts				
a. Police Department - Review notice to inspect.	[PS]	0.5	0.5 x 146.02	= \$73.01
	[PD]	0.3	0.3 x 60.60	= \$18.18
b. Police Department - Conduct inspection to confirm compliance with ordinance and/or follow-up on citizen complaints.	[PO]	1.0	1.0 x 107.13	=\$107.13

¹ Applicable Huntington Park Municipal Code Sections include, but are not limited to, 3-1.1802, 3-1.1803, 3-1.1804, 3-1.1805, 3-1.1810, 4-11.01, 4-11.02, 4-11.03, 4-11.04, and 4-11.05.

² City Staff is as follows: "PS" is a Police Sergeant, "PJ" is a Police Jailer, "PC" is a Police Records Clerk, "PD" is a Police Dispatcher, "PO" is a Police Officer, "FA" is a Finance Assistant, "FD" is the Finance Director, "CM" is the City Manager, "CH" is the Police Chief, and "CD" is the Community Development Director.

³ Time estimated to complete task is in .1 increments, with each .1 increment equaling six (6) minutes.

⁴ The computation includes the time estimated to complete the task multiplied by the hourly, burdened rate for each City staff member.

c. Police Department – Processing of Citation.	[PC] [PS]	0.3 0.1	0.3 x 95.82 0.1 x 146.02	= \$28.75 = \$14.60
d. Finance - Draft any notice of violation, order of revocation, etc.	[FD]	1.0	1.0 x 151.13	=\$151.13
3. Unfair Business Practices Enforcement- (2 x 0.7 (estimated time of single patrol))	[PO]	1.4	1.4 x 107.13	=\$149.98
4. Cost of Preparing Sidewalk Vendor Regulatory Program (Flat Fee) *Flat fee will be imposed on initial 465 Sidewalk Vendor Permits. Thereafter, Sidewalk Vendor Permit Fee will be reduced by \$75.00.				= \$75.00
B. Renewal Permit Application Fee Estimate⁵ [1a, 2a, b, c, and d, 3 and 4 above = \$659.52				
*Renewal Permit Fee will be reduced by \$75.00 upon the issuance of the initial 465 Sidewalk Vendor Permits.				
C. Appeal Fee Total Estimate⁶ = \$562.67				
1. Finance - Review and process notice of appeal, and schedule a hearing before appeal committee	[FD]	0.5	0.5 x 151.13	= \$75.57
2. Appeal Hearing	[CM]	1.0	1.0 x 163.57	=\$163.57
	[CH]	1.0	1.0 x 207.42	=\$207.42
	[CD]	1.0	1.0 x 116.11	=\$116.11

⁵ Huntington Park Municipal Code Section 3-1.1808.

⁶ Huntington Park Municipal Code Section 3-1.1812.

Long Beach Press-Telegram

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HUNTINGTON PARK, CA 90255

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/05/2019, 01/10/2019

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,
this 10th day of January, 2019.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

(Space below for use of County Clerk Only)

Legal No. **0011220513**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Huntington Park City Council will hold a public hearing on Tuesday, January 15, 2019 at 6:00 p.m. in the City Hall Council Chambers at 6550 Miles Avenue, Huntington Park, California 90255, to consider a resolution establishing new fees related to sidewalk vendor permits pursuant to Article 18 "Peddlers and Sidewalk Vendors" to Chapter 1 "Business Licensing" of Title 3 "Finance" of the Huntington Park Municipal Code.

BASIS FOR FEE: On December 4, 2018, the City Council adopted Urgency Ordinance No. 2018-970 and introduced Ordinance No. 2018-971 (hereinafter, the Sidewalk Vendor Ordinance). The Sidewalk Vendor Ordinance was enacted in response to Senate Bill ("SB") 946, signed by Governor Brown on September 17, 2018, and effective January 1, 2019, which establishes statewide regulations for vending from non-motorized conveyances and one's person on sidewalks and in parks. The City adopted the Sidewalk Vendor Ordinance to establish a regulatory and permitting program that is consistent with SB 946. The Sidewalk Vendor Ordinance authorizes the City Council to impose fees by the adoption of a Resolution to enable the City's recovery of costs incurred in enforcing and administering the program, including those costs incurred in processing application for permits, applications for renewals of permits, and appeals for denial or revocation of a permit.

Data indicating the amount of the estimated cost required to provide the service for which the fees are to be levied is contained in the fee analysis included with the proposed resolution. The proposed resolution implementing new fees related to sidewalk vendor permits is available for public review and/or copying during normal business hours at the City Clerk's Office at 6550 Miles Avenue, Huntington Park, California 90255.

Please be advised, if you challenge any of the foregoing actions in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing for final action described in this notice, or in a written correspondence delivered to the City Clerk's Office prior to the public hearing.

If you will require special accommodations due to a disability, please contact City Clerk's Office at (323) 584-6230. All requests for accommodations must be received 72 hours prior to the time of the hearing to enable the City to make reasonable arrangements to assure accessibility to this hearing.

Published in accordance with Govt. Code Sects. 66018 and 6062a.

/s/ Donna G. Schwartz, CMC
City Clerk

Pub Jan 5, 10, 2019(11220513)